

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA NORTHERN DIVISION**

WHITNEY NATIONAL BANK,

Plaintiff,

v.

HIGHWAY SOLUTIONS, LLC, et al.,

Defendant.

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DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

Case No. 2:07-CV-00415-ID

**MOTION FOR SUMMARY JUDGMENT
AS TO DEFENDANT HIGHWAY SOLUTIONS, LLC**

Comes now Whitney National Bank (“Whitney Bank”), pursuant to Rule 56 of the Federal Rules of Civil Procedure, and moves this Honorable Court for an order granting summary judgment in its favor and against defendant Highway Solutions, LLC (“Highway Solutions”). As grounds therefore, Whitney Bank states that there are no genuine issues of material fact and that it is entitled to judgment as a matter of law. Whitney Bank further relies upon the affidavit of Louis Dubos which is attached hereto as **Exhibit “A”¹** (the “Dubos Affidavit”), the affidavit of Gregory C. Cook which is attached hereto as **Exhibit “B”** (the “Cook Affidavit”), the affidavit of Dennis R. Bailey which is attached hereto as **Exhibit “C”** (the “Bailey Affidavit”), and states as follows:

INTRODUCTION

This is a simple breach of contract lawsuit in which the facts are undisputed. Highway Solutions executed credit card agreements, a deposit account agreement and promissory notes in favor of Whitney Bank. Despite multiple requests, Highway Solutions has failed and/or refused to fulfill its obligations to Whitney Bank. As a result, Highway Solutions is in default of the

¹ All Exhibits attached to this Motion are incorporated herein by reference.

agreements made the subject of this lawsuit. Whitney Bank requests that this Court grant summary judgment in its favor and against Highway Solutions based upon the substantial evidence offered by Whitney Bank and the lack of evidence offered by Highway Solutions.

STATEMENT OF UNDISPUTED FACTS

1. On January 5, 2005, Highway Solutions executed and delivered to Whitney Bank a Commercial Business Loan Agreement for Term Loans and Lines of Credit (the “Loan Agreement”), for a line of credit of up to \$500,000.00 with Whitney Bank. A true and correct copy of the Loan Agreement, as amended, is attached as **Exhibit “1”** to the Dubos Affidavit.

2. On January 5, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$500,000.00 (“Note 81267”). Also on January 5, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement (“Security Agreement 81267”) granting Whitney Bank a security interest in, without limitation, all Inventory, Chattel Paper, Accounts and General Intangibles of Highway Solutions, whether owned at the time of execution or thereafter acquired (the “Accounts Receivables Collateral”). True and correct copies of Note 81267, as amended, and Security Agreement 81267 are attached collectively as **Exhibit “2”** to the Dubos Affidavit. Note 81267, as amended, matured on March 1, 2007, pursuant to its terms. As of June 10, 2007, the amount owed pursuant to Note 81267 was

Principal: \$891,086.83

Interest: \$25,744.24

TOTAL: \$916,831.07

Per Diem after June 10, 2007: \$204.21

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

3. On January 5, 2005, Michael C. Marcato executed and delivered to Whitney Bank a commercial guaranty (the "Michael Marcato Guaranty"), unconditionally guaranteeing payment to Whitney Bank of all amounts owing by Highway Solutions, whether owed at the time of execution or arising thereafter. A true and correct copy of the Michael Marcato Guaranty is attached as **Exhibit "3"** to the Dubos Affidavit.

4. On January 5, 2005, Anne S. Marcato (together with Michael C. Marcato, the "Marcatos") executed and delivered to Whitney Bank a commercial guaranty (the "Anne Marcato Guaranty" and together with the Michael Marcato Guaranty, the "Guaranties"), unconditionally guaranteeing payment to Whitney Bank of all amounts owing by Highway Solutions, whether owed at the time of execution or arising thereafter. A true and correct copy of the Anne Marcato Guaranty is attached as **Exhibit "4"** to the Dubos Affidavit.

5. On January 7, 2005, Highway Solutions executed and delivered to Whitney Bank a depositor account agreement (the "Depositor Agreement") and opened a checking account with Whitney Bank (the "Deposit Account"). A true and correct copy of the Depositor Agreement and statements of the Deposit Account for the year 2007 are attached collectively as **Exhibit "5"** to the Dubos Affidavit. As of June 10, 2007, the Deposit Account was overdrawn in the amount of \$149,699.23. Costs of collection, including, without limitation, attorneys' fees continue to accrue.

6. On January 19, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$22,166.12 ("Note 1848-01"). Also on January 19, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank,

Highway Solutions executed, without limitation, a commercial security agreement (“Security Agreement 1848-01”) granting Whitney Bank a security interest in, without limitation, a 2000 Freightliner FL70, VIN 1FV6HJBA1YHG63600 (the “Freightliner”). True and correct copies of Note 1848-01 and Security Agreement 1848-01 are attached collectively as **Exhibit “6”** to the Dubos Affidavit. Since March 19, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-01 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-01 was

Principal:	\$14,399.55
Interest:	\$366.90
<u>Late Fees:</u>	<u>\$43.19</u>
TOTAL:	\$14,809.64
Per Diem after June 10, 2007:	\$3.30

Interest, late charges and costs of collection, including, without limitation, attorneys’ fees continue to accrue.

7. On January 19, 2005, Highway Solutions executed and delivered to Whitney Bank Visa Credit Card Applications (the “Credit Card Applications”) and opened Visa Credit Card accounts with Whitney Bank (the “Credit Card Accounts”). The Credit Card Applications contained continuing guaranties executed by the Marcatos (the “Credit Card Guaranties”), personally guaranteeing payment to Whitney Bank of all amounts owing by Highway Solutions pursuant to the Credit Card Accounts, whether owed at the time of execution or arising thereafter. True and correct copies of the Credit Card Applications and statements of the Credit Card Accounts are attached collectively as **Exhibit “7”** to the Dubos Affidavit. Amounts owed to Whitney Bank by Highway Solutions pursuant to the Credit Card Accounts are past due and

owing. As of June 10, 2007, the amount owed pursuant to the Credit Card Accounts was \$54,839.61. Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

8. On January 24, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$29,995.72 ("Note 1848-02"). Also on January 24, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed and delivered, without limitation, a commercial security agreement ("Security Agreement 1848-02") granting Whitney Bank a security interest in, without limitation, global positioning survey software and equipment (the "GPS Radios"). True and correct copies of Note 1848-02 and Security Agreement 1848-02 are attached collectively as **Exhibit "8"** to the Dubos Affidavit. Since February 24, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-02 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-02 was

Principal: \$19,879.59

Interest: \$627.44

Late Fees: \$170.88

TOTAL: \$20,677.91

Per Diem Interest after June 10, 2007: \$4.56

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

9. On February 7, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$42,949.76 ("Note 1848-03"). Also on February 7, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank,

Highway Solutions executed, without limitation, a commercial security agreement (“Security Agreement 1848-03”) granting Whitney Bank a security interest in, without limitation, a universal forestry mulcher (the “Mulcher”). True and correct copies of Note 1848-03 and Security Agreement 1848-03 are attached collectively as **Exhibit “9”** to the Dubos Affidavit. Since February 7, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-03 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-03 was

Principal: \$27,655.12

Interest: \$780.42

Late Fees: \$166.37

TOTAL: \$28,601.91

Per Diem Interest after June 10, 2007: \$6.34

Interest, late charges and costs of collection, including, without limitation, attorneys’ fees continue to accrue.

10. On August 22, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$53,089.12 (“Note 1848-04”). Also on August 22, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement (“Security Agreement 1848-04”) granting Whitney Bank a security interest in, without limitation, a Trimble GCS900 GPS (the “Trimble GPS”). True and correct copies of Note 1848-04 and Security Agreement 1848-04 are attached collectively as **Exhibit “10”** to the Dubos Affidavit. Since February 22, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note

1848-04 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-04 was

Principal: \$39,890.65

Interest: \$1,045.10

Late Fees: \$411.10

TOTAL: \$41,346.85

Per Diem Interest after June 10, 2007: \$7.38

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

11. On October 18, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$50,956.82 ("Note 1848-05"). Also on October 18, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 1848-05") granting Whitney Bank a security interest in, without limitation, a GPS machine cab kit (the "First GPS Cab Kit"). True and correct copies of Note 1848-05 and Security Agreement 1848-05 are attached collectively as **Exhibit "11"** to the Dubos Affidavit. Since February 18, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-05 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-05 was

Principal: \$39,961.37

Interest: \$1,156.95

Late Fees: \$501.07

TOTAL: \$41,619.39

Per Diem Interest after June 10, 2007: \$7.94

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

12. On October 18, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$55,750.42 ("Note 1848-06"). Also on October 18, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 1848-06") granting Whitney Bank a security interest in, without limitation, a GPS machine cab kit (the "Second GPS Cab Kit", and collectively with the GPS Radios, the Trimble GPS and the First GPS Cab Kit, the "GPS Equipment"). True and correct copies of Note 1848-06 and Security Agreement 1848-06 are attached collectively as **Exhibit "12"** to the Dubos Affidavit. Since February 18, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-06 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-06 was

Principal: \$43,720.61

Interest: \$1,265.79

Late Fees: \$548.25

TOTAL: \$45,534.65

Per Diem Interest after June 10, 2007: \$8.68

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

13. On June 19, 2006, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$200,000.00 ("Note 83467"). The

obligations of Highway Solutions pursuant to Note 83467 are secured by, without limitation, the security interest granted to Whitney Bank in the Accounts Receivable Collateral pursuant to Security Agreement 81267. A true and correct copy of Note 83467, as amended, is attached as **Exhibit “13”** to the Dubos Affidavit. Note 83467, as amended, matured on March 1, 2007, pursuant to its terms. As of June 10, 2007, the amount owed pursuant to Note 83467 was

Principal: \$200,000.00

Interest: \$5,958.32

TOTAL: \$205,958.32

Per Diem Interest after June 10, 2007: \$45.83

Interest, late charges and costs of collection, including, without limitation, attorneys’ fees continue to accrue.

14. On September 8, 2006, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$97,702.00 (“Note 3498”). Also on September 8, 2006, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement (“Security Agreement 3498”) granting Whitney Bank a security interest in, without limitation, a Volvo excavator (the “Excavator”). True and correct copies of Note 3498 and Security Agreement 3498 are attached collectively as **Exhibit “14”** to the Dubos Affidavit. Since February 7, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 3498 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 3498 was

Principal: \$91,216.84

Interest: \$2,651.10

Late Fees: \$507.42

TOTAL: \$94,375.36

Per Diem Interest after June 10, 2007: \$21.54

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

15. On September 8, 2006, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$64,676.00 ("Note 3499" and collectively with Note 81267, Note 1848-01, Note 1848-02, Note 1848-03, Note 1848-04, Note 1848-05, Note 1848-06, Note 83467 and Note 3498, the "Notes"). Also on September 8, 2006, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 3499", and collectively with Security Agreement 81267, Security Agreement 1848-01, Security Agreement 1848-02, Security Agreement 1848-03, Security Agreement 1848-04, Security Agreement 1848-05, Security Agreement 1848-06 and Security Agreement 3498, the "Security Agreements") granting Whitney Bank a security interest in, without limitation, a T-330 hydroseeder and truck, VIN C545-00367 (the "Hydroseeder and Truck", and collectively with the Freightliner, the GPS Equipment, the Mulcher and the Excavator, the "Equipment Collateral"). True and correct copies of Note 3499 and Security Agreement 3499 are attached collectively as **Exhibit "15"** to the Dubos Affidavit. Since February 7, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 3499 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 3499 was

Principal: \$60,382.97

Interest: \$1,754.95

Late Fees: \$465.57

TOTAL: \$62,603.49

Per Diem Interest after June 10, 2007: \$14.26

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

16. As of June 10, 2007, the amount owed to Whitney Bank by Highway Solutions pursuant to the Notes, the overdrawn Deposit Account and the Credit Card Accounts was

Amount owed Pursuant to the Notes: \$1,472,358.59

Amount owed Pursuant to the overdrawn Deposit Account: \$149,699.23

Amount owed Pursuant to the Credit Card Accounts: \$54,839.61

TOTAL: \$1,676,897.43

17. Pursuant to the Notes and the Credit Card Applications, Highway Solutions agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Whitney Bank in the enforcement of the Notes and the Credit Card Accounts. As of September 1, 2007, Whitney Bank has incurred attorneys' fees in excess of \$21,448.00 and costs and expenses in excess of \$1,306.38 in Whitney Bank's enforcement of the Notes and the Credit Card Accounts. (*See page 11, ¶ 18 of the Dubose Affidavit attached hereto as Exhibit "A"; page 2, ¶ 3 of the Cook Affidavit attached hereto as Exhibit "B"; and page 2, ¶ 3 of the Bailey Affidavit attached hereto as Exhibit "C".*)

18. Despite repeated demands, Highway Solutions has failed and/or refused to satisfy its debt to Whitney Bank.

SUMMARY JUDGMENT STANDARD

As the United States Supreme Court has explained:

Under Rule 56(c), summary judgment is proper “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.”

Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986) (quoting FED. R. CIV. P. 56(c)).

The party moving for summary judgment “bears the initial responsibility of informing the district court of the basis for its motion,” and “identifying those portions of ‘the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any,’ which it believes demonstrate the absence of a genuine issue of material fact.” *Id.* at 323 (quoting FED. R. CIV. P. 56(c)). Once the moving party has met its burden, Rule 56(c) “requires the nonmoving party to go beyond the pleadings and by her own affidavits, or by the ‘depositions, answers to interrogatories, and admissions on file,’ designate ‘specific facts showing that there is a genuine issue for trial.’” *Id.* at 324 (quoting FED. R. CIV. P. 56(c)).

The United States District Court for the Middle District of Alabama has explained that “[t]o avoid summary judgment, the nonmoving party ‘must do more than simply show that there is some metaphysical doubt as to the material facts.’” *Pioneer Servs., Inc. v. Auto-Owners Ins. Co., Inc.*, No. 2:06-cv-377-WKW, 2007 WL 2059109, at *4 (M.D. Ala. July 12, 2007) (quoting *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986)). “After the nonmoving party has responded to the motion for summary judgment, the court must grant summary judgment if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.” *Id.*

An issue is “material” if it is a legal element of a claim under applicable substantive law that might affect the outcome of the case. *Anderson v. Liberty Lobby*, 477 U.S. 242, 248 (1986);

see also Allen v. Tyson Foods, 121 F.3d 642, 646 (11th Cir. 1997). An issue is “genuine” if the record taken as a whole could lead a rational trier of fact to find for the non-moving party. *Allen*, 121 F.3d at 646.

LEGAL ARGUMENT

Under Alabama law, the elements of a breach of contract claim are: (1) the existence of a valid contract binding upon the parties; (2) the plaintiff’s own performance; (3) the defendant’s nonperformance or breach; and (4) damages to the plaintiff. *Pioneer Servs., Inc. v. Auto-Owners Ins. Co., Inc.*, No. 2:06-cv-377-WKW, 2007 WL 2059109, at *4 (M.D. Ala. July 12, 2007) (quoting *State Farm Fire & Cas. Co. v. Williams*, 926 So. 2d 1008, 1013 (Ala. 2005)); *see also Armstrong Bus. Servs., Inc. v. AmSouth Bank*, 817 So. 2d 665, 673 (Ala. 2001).

A. The Notes and the Credit Card Accounts

It is undisputed that Highway Solutions executed the Notes and the Credit Card Applications. The Notes and Credit Card Accounts have matured and/or are in default and Highway Solutions has failed to satisfy its debt to Whitney Bank. Consequently, as of June 10, 2007, Whitney Bank has suffered damages in the amount of

Amount owed Pursuant to the Notes and the Credit Card Accounts:	\$1,527,198.20
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Attorneys’ fees and costs and expenses:	\$22,754.38
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TOTAL:	\$1,549,952.58
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Whitney Bank continues to suffer damages as interest, late charges and costs of collection, including without limitation, attorneys’ fees continue to accrue.

As evidenced by the relevant pleadings and exhibits attached hereto, Whitney Bank is entitled to judgment as a matter of law due to Whitney Bank’s performance, the non-performance of Highway Solutions, and the resulting damages to Whitney Bank. In addition, the Notes and the Credit Card Application are unambiguous, the damages are certain and the facts

are undisputed. Accordingly, Whitney Bank's Motion for Summary Judgment is due to be granted as to Count I of the Complaint.

B. The Deposit Account

It is undisputed that Highway Solutions executed the Depositor Agreement. The Deposit Account is overdrawn and Highway Solutions has failed to satisfy its debt to Whitney Bank. Consequently, as of June 10, 2007, Whitney Bank has suffered damages in the principal amount of One Hundred Forty Nine Thousand Six Hundred Ninety Nine and 23/100 Dollars (\$149,699.23). Whitney Bank continues to suffer damages as costs of collection, including without limitation, attorneys' fees continue to accrue.

As evidenced by the relevant pleadings and exhibits attached hereto, Whitney Bank is entitled to judgment as a matter of law due to Whitney Bank's performance, the non-performance of Highway Solutions, and the resulting damages to Whitney Bank. In addition, the Depositor Agreement is unambiguous, the damages are certain and the facts are undisputed. Accordingly, Whitney Bank's Motion for Summary Judgment is due to be granted as to Count II of the Complaint.

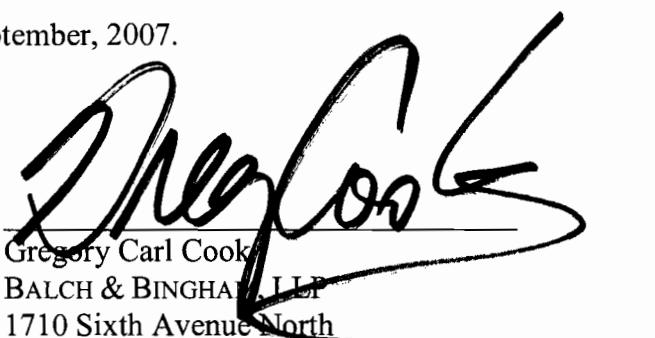
CONCLUSION

As evidenced by the exhibits attached hereto as well as other relevant pleadings, Whitney Bank shows it is entitled to judgment as a matter of law. The plain meaning of the Notes, the Credit Card Applications, and the Depositor Agreement, as well as the Dubos Affidavit establish, as a matter of law, that Whitney Bank is entitled to summary judgment on its breach of contract claims against Highway Solutions as set out in Counts I and II of the Complaint. *See Bank of Brewton, Inc. v. Int'l Fid. Ins. Co.*, 827 So. 2d 747, 752 (Ala. 2002) (holding that under Alabama law, where the contract is unambiguous and the facts are undisputed, summary judgment is properly entered). The burden therefore shifts to Highway Solutions to prove, with admissible

evidence, the existence of a disputed material fact. If Highway Solutions fails to do so, the Court should grant summary judgment in favor of Whitney Bank pursuant to Rule 56 of the Federal Rules of Civil Procedure.

WHEREFORE, PREMISES CONSIDERED, Whitney Bank requests that this Honorable Court enter summary judgment on Counts I and II of the Complaint in favor of Whitney Bank and against Highway Solutions in the amount of One Million Six Hundred Ninety Nine Thousand Six Hundred Fifty One and 81/100 Dollars (\$1,699,651.81) plus accrued and accruing interest, late charges and costs of collection, including, without limitation, attorneys' fees.

Respectfully submitted, this 10th day of September, 2007.


Gregory Carl Cook
BALCH & BINGHAM LLP
1710 Sixth Avenue North
Post Office Box 306
Birmingham, Alabama 35203-2014
Telephone (205) 226-3426
Facsimile (205) 488-5870

Attorney for Whitney National Bank

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing Motion for Summary Judgment via Federal Express this the 10th day of September, 2007.

Robert David Segall, Esq.
James David Martin, Esq.
Copeland Franco Screws & Gill
Post Office Box 347
Montgomery, Alabama 36101-0347



The image shows a handwritten signature in black ink, which appears to read "James D. Martin". Below the signature, there is a horizontal line with the words "OF COUNSEL" printed in capital letters.

EXHIBIT “A”

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

WHITNEY NATIONAL BANK,)
Plaintiff,)
v.) Case No. 2:07-CV-00415-ID
HIGHWAY SOLUTIONS, LLC, et al.,)
Defendant.)

AFFIDAVIT OF LOUIS DUBOS

STATE OF LOUISIANA)
ORLEANS PARISH)

Comes now the Affiant, Louis Dubos, being duly sworn, deposes and states as follows:

1. My name is Louis Dubos and I am above the age of 19 years. I am employed by Whitney National Bank ("Whitney Bank"), as its Vice President in New Orleans, Louisiana. The statements set forth in this affidavit are true and correct and are made upon my personal knowledge or my review of the records related to this matter which are kept in the ordinary course of business and over which I maintain possession and control. I am familiar with the circumstances giving rise to Whitney Bank's claims against Highway Solutions, LLC ("Highway Solutions").

2. On January 5, 2005, Highway Solutions executed and delivered to Whitney Bank a Commercial Business Loan Agreement for Term Loans and Lines of Credit (the "Loan Agreement"), for a line of credit of up to \$500,000.00 with Whitney Bank. A true and correct copy of the Loan Agreement, as amended, is attached hereto as Exhibit "J"¹.

¹ All Exhibits attached to this Affidavit are incorporated herein by reference.

3. On January 5, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$500,000.00 ("Note 81267"). Also on January 5, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 81267") granting Whitney Bank a security interest in, without limitation, all Inventory, Chattel Paper, Accounts and General Intangibles of Highway Solutions, whether owned at the time of execution or thereafter acquired (the "Accounts Receivables Collateral"). True and correct copies of Note 81267, as amended, and Security Agreement 81267 are attached hereto collectively as **Exhibit "2"**. Note 81267, as amended, matured on March 1, 2007, pursuant to its terms. As of June 10, 2007, the amount owed pursuant to Note 81267 was

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5. On January 5, 2005, Anne S. Marcato (together with Michael C. Marcato, the "Marcatos") executed and delivered to Whitney Bank a commercial guaranty (the "Anne

Marcato Guaranty" and together with the Michael Marcato Guaranty, the "Guaranties"), unconditionally guaranteeing payment to Whitney Bank of all amounts owing by Highway Solutions, whether owed at the time of execution or arising thereafter. A true and correct copy of the Anne Marcato Guaranty is attached hereto as **Exhibit "4"**.

6. On January 7, 2005, Highway Solutions executed and delivered to Whitney Bank a depositor account agreement (the "Depositor Agreement") and opened a checking account with Whitney Bank (the "Deposit Account"). A true and correct copy of the Depositor Agreement and statements of the Deposit Account for the year 2007 are attached hereto collectively as **Exhibit "5"**. As of June 10, 2007, the Deposit Account was overdrawn in the amount of \$149,699.23. Costs of collection, including, without limitation, attorneys' fees continue to accrue.

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limitation, global positioning survey software and equipment (the "GPS Radios"). True and correct copies of Note 1848-02 and Security Agreement 1848-02 are attached hereto collectively as **Exhibit "8"**. Since February 24, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-02 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-02 was

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Per Diem Interest after June 10, 2007: \$6.34

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

11. On August 22, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$53,089.12 ("Note 1848-04"). Also on August 22, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 1848-04") granting Whitney Bank a security interest in, without limitation, a Trimble GCS900 GPS (the "Trimble GPS"). True and correct copies of Note 1848-04 and Security Agreement 1848-04 are attached hereto collectively as Exhibit "10". Since February 22, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-04 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-04 was

Principal:	\$39,890.65
Interest:	\$1,045.10
<u>Late Fees:</u>	<u>\$411.10</u>
TOTAL:	\$41,346.85

Per Diem Interest after June 10, 2007: \$7.38

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

12. On October 18, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$50,956.82 ("Note 1848-05"). Also on October 18, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 1848-05") granting Whitney Bank a security interest in, without limitation, a GPS machine cab kit (the "First GPS Cab Kit"). True and correct copies of Note 1848-05 and Security Agreement 1848-05 are attached hereto collectively as **Exhibit "11"**. Since February 18, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-05 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-05 was

Principal: \$39,961.37

Interest: \$1,156.95

Late Fees: \$501.07

TOTAL: \$41,619.39

Per Diem Interest after June 10, 2007: \$7.94

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

13. On October 18, 2005, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$55,750.42 ("Note 1848-06"). Also on October 18, 2005, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 1848-06") granting Whitney Bank a security interest in, without limitation, a GPS machine cab kit (the "Second GPS Cab Kit", and collectively with the GPS Radios, the Trimble GPS and the First GPS Cab Kit, the "GPS Equipment"). True and correct copies of Note 1848-

06 and Security Agreement 1848-06 are attached hereto collectively as **Exhibit "12"**. Since February 18, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 1848-06 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 1848-06 was

Principal:	\$43,720.61
Interest:	\$1,265.79
<u>Late Fees:</u>	<u>\$548.25</u>
TOTAL:	\$45,534.65
Per Diem Interest after June 10, 2007:	\$8.68

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

14. On June 19, 2006, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$200,000.00 ("Note 83467"). The obligations of Highway Solutions pursuant to Note 83467 are secured by, without limitation, the security interest granted to Whitney Bank in the Accounts Receivable Collateral pursuant to Security Agreement 81267. A true and correct copy of Note 83467, as amended, is attached hereto as **Exhibit "13"**. Note 83467, as amended, matured on March 1, 2007, pursuant to its terms. As of June 10, 2007, the amount owed pursuant to Note 83467 was

Principal:	\$200,000.00
<u>Interest:</u>	<u>\$5,958.32</u>
TOTAL:	\$205,958.32
Per Diem Interest after June 10, 2007:	\$45.83

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

15. On September 8, 2006, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$97,702.00 ("Note 3498"). Also on September 8, 2006, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions executed, without limitation, a commercial security agreement ("Security Agreement 3498") granting Whitney Bank a security interest in, without limitation, a Volvo excavator (the "Excavator"). True and correct copies of Note 3498 and Security Agreement 3498 are attached hereto collectively as **Exhibit "14"**. Since February 7, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 3498 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 3498 was

Principal:	\$91,216.84
Interest:	\$2,651.10
<u>Late Fees:</u>	<u>\$507.42</u>
TOTAL:	\$94,375.36

Per Diem Interest after June 10, 2007: \$21.54

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

16. On September 8, 2006, Highway Solutions executed and delivered to Whitney Bank a promissory note in the original principal amount of \$64,676.00 ("Note 3499" and collectively with Note 81267, Note 1848-01, Note 1848-02, Note 1848-03, Note 1848-04, Note 1848-05, Note 1848-06, Note 83467 and Note 3498, the "Notes"). Also on September 8, 2006, in order to secure the obligations of Highway Solutions to Whitney Bank, Highway Solutions

executed, without limitation, a commercial security agreement ("Security Agreement 3499", and collectively with Security Agreement 81267, Security Agreement 1848-01, Security Agreement 1848-02, Security Agreement 1848-03, Security Agreement 1848-04, Security Agreement 1848-05, Security Agreement 1848-06 and Security Agreement 3498, the "Security Agreements") granting Whitney Bank a security interest in, without limitation, a T-330 hydroseeder and truck, VIN C545-00367 (the "Hydroseeder and Truck", and collectively with the Freightliner, the GPS Equipment, the Mulcher and the Excavator, the "Equipment Collateral"). True and correct copies of Note 3499 and Security Agreement 3499 are attached hereto collectively as **Exhibit "15"**. Since February 7, 2007, amounts owed to Whitney Bank by Highway Solutions pursuant to Note 3499 are past due and owing. As of June 10, 2007, the amount owed pursuant to Note 3499 was

Principal: \$60,382.97

Interest: \$1,754.95

Late Fees: \$465.57

TOTAL: \$62,603.49

Per Diem Interest after June 10, 2007: \$14.26

Interest, late charges and costs of collection, including, without limitation, attorneys' fees continue to accrue.

17. As of June 10, 2007, the amount owed to Whitney Bank by Highway Solutions pursuant to the Notes, the overdrawn Deposit Account and the Credit Card Accounts was

Amount owed Pursuant to the Notes:	\$1,472,358.59
Amount owed Pursuant to the overdrawn Deposit Account:	\$149,699.23
<u>Amount owed Pursuant to the Credit Card Accounts:</u>	<u>\$54,839.61</u>
TOTAL:	\$1,676,897.43

18. Pursuant to the Notes and the Credit Card Applications, Highway Solutions agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Highway Solutions in the enforcement of the Notes and the Credit Card Accounts. As of September 1, 2007, Whitney Bank has paid to the law firm of Rushton, Stakely, Johnston & Garrett, P.A. in excess of \$11,000.00 in attorneys' fees and costs and expenses, and has paid to the law firm of Balch & Bingham LLP in excess of \$11,754.38 in Whitney Bank's enforcement of the Notes and the Credit Card Accounts.

19. Despite repeated demands, Highway Solutions has failed and/or refused to satisfy its debt to Whitney Bank.

Further Affiant sayeth not.

Dated this 7th day of September, 2007.



Affiant
Louis Dubos

STATE OF LOUISIANA)
)
ORLEANS PARISH)

I, the undersigned notary public in and for said parish in said state, hereby certify that Louis Dubos, on behalf of Whitney National Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 7 day of September, 2007.

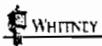
[NOTORIAL SEAL]



Notary Public
My Commission Expires:

WAYNE B. PITTMAN, JR.
NOTARY PUBLIC
PARISH OF ORLEANS, STATE OF LOUISIANA
MY COMMISSION ISSUED FOR LIFE.
NOTARY NUMBER: 51116

EXHIBIT “1”



Commercial Business Loan Agreement for Term Loans and Lines of Credit

This Agreement is dated January 5, 2005 and is between Whitney National Bank ("Whitney") and Highway Solutions, L.L.C. (hereinafter referred to as "Borrower", which term means individually, collectively, and interchangeably any, each and/or all of them) and Anne S. Marcato and Michael C. Marcato (hereinafter referred to as "Guarantor", which term means individually, collectively, and interchangeably any, each and/or all of them). Borrower and Guarantor, if any, and any other person who may be liable now or in the future for any portion of any Loan are referred to as "Obligor", which term means individually, collectively, and interchangeably any, each and/or all of them).

A. THE LOAN OR LOANS. Subject to the terms and conditions of this Agreement and provided Obligor timely and completely performs all obligations in favor of Whitney contained in this Agreement and in any other agreement, whether now existing or hereafter arising, Whitney will make or has made:

a **LINE OF CREDIT LOAN** to Borrower in the total aggregate principal amount of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, which loan shall be evidenced by and payable according to Whitney's form of promissory note, a copy of which is attached as Exhibit A(2).

Whitney will fund the Line of Credit Loan, in amounts equal to 75 percent of Eligible Accounts and 60 percent of Eligible Inventory, but in no event shall the total aggregate principal amount due on the Line of Credit Loan exceed at any one time the amount of \$500,000.00. "Eligible Inventory" shall mean inventory owned by Borrower which is subject to a first security interest in favor of Whitney and is held for sale to customers in the ordinary course of business and shall be valued at the lower of (i) the cost of each item consisting of inventory or (ii) its market value, less any outstanding debt incurred in connection with the purchase of such inventory and less the cost of any supplies and any work in progress. "Eligible Accounts" shall mean accounts owned by Borrower subject to a first security interest in favor of Whitney that are acceptable and approved by Whitney from time to time as accounts eligible to be used as a basis for an advance to Borrower under the Line of Credit. Without limiting Whitney's discretion to deem an account unacceptable, the following shall not be an Eligible Account: (i) any account which has remained unpaid for more than 90 days from the date of invoice, (ii) any account subject to a set off or disputed by the account debtor of the account, (iii) any account which Borrower has extended the time for payment without the consent of Whitney, (iv) any account owed by an account debtor which does not maintain its chief executive office in the United States or which is not organized under the laws of the United

States, unless secured by an acceptable letter of credit subject to a first security interest in favor of Whitney, (v) any account which is owed by any parent, subsidiary, affiliate, related company or shareholder of Borrower, (vi) any account due from the United States or any agency thereof, (vii) any account in which Borrower owes or will owe any obligation to the account debtor of such account, (viii) any account which separately or aggregated with other account(s) represents a relatively large concentration to one company, typically higher than 15% of total accounts; (ix) any account due on consigned goods, and (x) any account arising from retainage(s) against billing(s). Upon the request of Whitney and each time that Borrower requests and advance on the Line of Credit Loan, Borrower shall furnish Whitney a certificate in such form as Whitney may require along with a current aging of accounts evidencing the amounts owed thereon and the parties liable thereon and a current listing of inventory.

B. EFFECT OF AGREEMENT AND DEFINITIONS . The promissory note or notes referenced in Section A above are incorporated by reference. Such note(s) and any renewals, modifications or replacements for such note(s) are subject to the terms of this Agreement. "Loan" shall collectively mean any and all loans made available to Borrower under Section A of this Agreement. "Loan Documents" shall mean this Agreement, the promissory note(s) evidencing the Loan, any continuing guaranty(ies) by Obligor, any security document(s) provided for in this Agreement and any and all other documents evidencing or securing the obligations of Borrower to Whitney. The Loan and all other obligations of Borrower to Whitney, direct or contingent, due or to become due, now existing or hereafter arising, shall be secured by any security documents provided for in this Agreement, any collateral set forth in any promissory note executed by Borrower, and any other Loan Documents.

C. USE OF PROCEEDS. The proceeds from the Loan will be used for the following purpose(s): Working Capital

D. REPRESENTATIONS, WARRANTIES AND COVENANTS. Borrower represents, warrants and covenants to Whitney that:

(1) Organization and Authorization. Obligor (other than an individual) is an entity which is duly organized, validly existing and, if a corporation, in good standing under applicable laws. Obligor's execution, delivery and performance of this Agreement and all other documents delivered to Whitney have been duly authorized and does not violate Obligor's articles of incorporation (or other governing documents), material contracts or any applicable law or regulations. All documents delivered to Whitney are legal and binding obligations of Obligor who executed same.

(2) Compliance with Tax and other Laws. Obligor shall comply (to the extent necessary so that any failure to do so will not materially and adversely affect the business or property of Obligor) with all laws that are applicable to Obligor's business activities, including, without limitation, all laws regarding (i) the collection, payment and deposit of employees' income, unemployment, Social Security, sales and excise taxes; (ii) the filing of returns and payment of taxes; (iii) pension liabilities including ERISA requirements; (iv) environmental protection; and (v) occupational safety and health.

(3) Financial Information.

(a) Obligor (other than an individual) shall furnish to Whitney:

(i) within 90 days after the close of Obligor's fiscal year, a copy of the annual compiled financial statements of Obligor, prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year, and certified by an independent certified public accounting firm acceptable to Whitney consisting of a balance sheet, a statement of earnings and surplus, and a statement of cash flow; and

(ii) within 45 days after the close of each quarter of the fiscal year of Obligor unaudited financial statements as of the end of such quarter consisting of a balance sheet as of the end of such quarter, a statement of earnings and surplus for such quarter and a statement of cash flow for such quarter, all certified by an appropriate executive officer of Obligor.

(b) Annually, Obligor who is an individual shall deliver to Whitney a personal financial statement acceptable to Whitney.

(c) Obligor shall furnish to Whitney such additional information that Whitney may require.

(4) Mergers, etc. Without the prior written consent of Whitney, Obligor shall not (a) be a party to a merger or consolidation, (b) acquire all or substantially all of the assets of another entity, or (c) sell, lease or transfer all, or substantially all, of Obligor's assets. Obligor shall not permit any material change to be made in the character of Obligor's business as carried on at the original date of this Agreement. Obligor shall not purchase, retire or redeem any shares of its capital stock without the prior written consent of Whitney.

(5) Indebtedness and Liens. Other than obligations incurred in the ordinary course of business, Borrower shall not create any additional obligations for borrowed money. Borrower shall not mortgage or encumber any of Borrower's assets or suffer any liens to exist on any of Borrower's assets without the prior written consent of Whitney.

(6) Other Liabilities. (a) Obligor shall not lend to or guarantee, endorse or otherwise become contingently liable in connection with the obligations, stock or dividends of any person, firm or corporation, except as currently exists and as reflected in the financial statements of Obligor as previously submitted to Whitney; (b) Obligor shall not default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any indenture, agreement or other instrument to which Obligor is a party (the effect of which would materially adversely effect the business or properties of Obligor); and (c) Except as disclosed or referred to in the financial statements furnished to Whitney, there is no litigation, legal or administrative proceeding, investigation or other action of any nature pending or, to the knowledge of Obligor, threatened against or affecting

Obligor which involves the possibility of any judgment or liability not fully covered by insurance, and which may materially and adversely affect the business or assets of Obligor or Obligor's ability to carry on business as now conducted.

(7) Documentation. The Loan Documents shall be on Whitney's standard forms, with such modifications as may be required by Whitney. Upon the written request of Whitney, Obligor shall promptly and duly execute and deliver all such further instruments and documents and take such further action as Whitney may deem necessary to obtain the full benefits of the Loan Documents.

(8) Collateral. As security for payment and performance of the Loan and any and all other obligations of Borrower to Whitney, direct or contingent, due or to become due, now existing or hereafter arising, Borrower shall execute and deliver to Whitney, or cause others to execute and deliver to Whitney, the following described security documents: A security agreement and financing statement by Highway Solutions, L.L.C. granting Whitney a first lien and security interest in Accounts, Chattel Paper, General Intangibles and Inventory, and subject to no other lien or encumbrance.

(9) Guaranties. The Loan shall be guaranteed by Michael C. Marcato and Anne S. Marcato.

E. CONDITIONS PRECEDENT TO LOANS. Whitney shall be obligated to make the Loan only so long as: (i) all of the Loan Documents required by this Agreement have been delivered to Whitney, (ii) Obligor is current in the performance of all of the other obligations of Obligor contained in the Loan Documents, (iii) no Default has occurred, and (iv) no adverse material change in the financial condition of Obligor has occurred.

F. DEFAULT. The occurrence of (i) the failure of Borrower to make any payment on any Loan when due, (ii) the failure of Obligor to observe or perform promptly when due any covenant, agreement or obligation under this Agreement or under any of the other Loan Documents, or (iii) the material inaccuracy at any time of any warranty, representation or statement made to Whitney by Obligor under this Agreement or otherwise, shall constitute a default ("Default") under this Agreement. In the event of a Default, Whitney, at its option, shall have the right to exercise any and all of its rights under the Loan Documents.

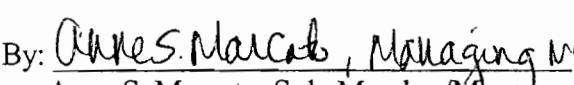
G. MISCELLANEOUS PROVISIONS. Borrower agrees to pay all of the costs, expenses and fees incurred in connection with the Loan, including attorneys fees and appraisal fees. This Agreement is not assignable by Obligor and no party other than Obligor is entitled to rely on this Agreement. In no event shall Obligor or Whitney be liable to the other for indirect, special or consequential damages, including the loss of anticipated profits, that may arise out of or are in any way connected with this Agreement. No condition or other term of this Agreement may be waived or modified except by a writing signed by Borrower and Whitney. This Agreement shall supersede and replace any commitment letter between Whitney and Obligor relating to any Loan. If any provision of this Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of State of Alabama.

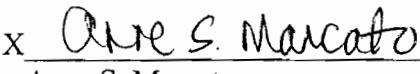
WHITNEY NATIONAL BANK

By:


Eugene C. Crane, Vice President

OBLIGOR: HIGHWAY SOLUTIONS, L.L.C.

By: 
Anne S. Marcato, Managing Member
Anne S. Marcato, Sole Member/Manager

x 
Anne S. Marcato

x 
Michael C. Marcato

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AGREEMENT 1-5-05.DOC

REDACTED

Prepared by:
Adrienne Pelitire
Whitney National Bank
P.O. Box 61260
New Orleans, LA 70161

LOAN NUMBER [REDACTED]-81267

[REDACTED]

LOAN AGREEMENT MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between Highway Solutions, L.L.C. an Alabama corporation, (hereinafter referred to as "Borrower"), and Whitney National Bank, (hereinafter referred to as "Lender");

WITNESSETH:

This Agreement is dated March 28, 2006, and is between Whitney National Bank ("Whitney") and Highway Solutions, L.L.C., an Alabama corporation (hereinafter referred to as "Borrower", which term means individually, collectively, and interchangeably any, each and/or all of them). Borrower and Guarantor, if any, and any other person who may be liable now or in the future for any portion of any Loan are referred to as "Obligor", which term means individually, collectively, and interchangeably any, each and/or all of them). This Agreement is a modification of that Commercial Business Loan Agreement for Term Loans and Lines of Credit dated January 5, 2005, executed by Borrower and Whitney National Bank, as modified by that Loan Agreement Modification Agreement of even date hereof, said Loan Agreement was made to set forth the terms and conditions of a certain credit facility given to Borrower from Whitney represented in part by that Promissory Note dated January 5, 2005, in the original amount of \$500,000.00, which was renewed and modified by that Change in Terms Agreement dated January 9, 2006 with interest and also such further sums as may be advanced or loaned by Lender to Borrower;

NOW, THEREFORE, in consideration of the premises, the promises and agreements between the said parties hereinafter contained, and the mutual benefits accruing to the undersigned parties, the parties hereto for themselves and their respective successors and assigns do hereby agree as follows:

Obligor and Whitney do hereby amend and modify the Loan Agreement to amend the following:

A. THE LOAN OR LOANS. Subject to the terms and conditions of this Agreement and provided Obligor timely and completely performs all obligations in favor of Whitney contained in this Agreement and in any other agreement, whether now existing or hereafter arising, Whitney will make or has made:

an increase to that Line of Credit Loan to Borrower up to the total aggregate principal amount of Eight Hundred Thousand and NO/100 (\$800,000.00) Dollars. This loan will be evidenced by Lender's form of master note containing additional terms and conditions, including the interest rate and repayment schedule.

That, except insofar as herein expressly changed, all terms, covenants and provisions of said Loan Agreement and the obligation represented thereby shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto. This Agreement, together with all other related documents, supersedes all oral negotiations and prior and other writings with respect to their subject matter and are intended by the parties as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Agreement and those of any other agreement or instrument, including any of the other loan documents, the terms, conditions and provisions of this Agreement shall prevail.

In witness whereof, executed this 28th day of March 2006.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

BY: Anne S. Marcato
ANNE S. MARCATO, SOLE MEMBER/MANAGER

LENDER:

WHITNEY NATIONAL BANK

BY: Mark R. Hope
MARK R. HOPE
ITS: ASSISTANT VICE PRESIDENT

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EXHIBIT “2”



AC849

PROMISSORY NOTE

(IN1267)

001 1999

REDACTED

Borrower: HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED])
 P.O. BOX 210445
 MONTGOMERY, AL 36121

Lender: Whitney National Bank
 Mobile Business / Commercial Lending - Carmichael
 P. O. Box 230714
 Montgomery, AL 36123-0714

Principal Amount: \$500,000.00**Initial Rate:** 5.250%**Date of Note:** January 5, 2005

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Thousand & 00/100 Dollars (\$500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on January 5, 2006. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 5, 2005, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.250% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Index, resulting in an initial rate of 5.250% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the variable interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or by any governmental agency against any collateral securing the loan. This includes garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts,

**PROMISSORY NOTE
(Continued)**

Page 2

and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date.

LINe OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed; and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender acquires a security interest or otherwise for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order ever affect this note or the assets of Borrower, or if Borrower fails to pay any amount due hereunder when due, or if Borrower fails to perform any other obligation under this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COPY EVER COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A
DEED FOR MORTGAGE OR SECURITY AGREEMENT.

附录B

HIGHWAY SOLUTIONS, LLC

By: John C. Marcato (Seal)
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC.



Re 849

CHANGE-IN TERMS AGREEMENT

81267 01/989
REDACTEDBorrower: HIGHWAY SOLUTIONS, LLC. (ON: [REDACTED])
P.O. BOX 210445
MONTGOMERY, AL 36121Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$500,000.00

Initial Rate: 7.250%

Date of Agreement: January 9, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. 8340267/81267 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JANUARY 5, 2006, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$500,000.00. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$433,062.84.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JANUARY 5, 2005, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM JANUARY 5, 2006 TO MARCH 8, 2006. THE PAYMENT SCHEDULE SHALL NOW BE AS IS FULLY DESCRIBED IN THE "PAYMENT" PROVISION BELOW.

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Thousand & 00/100 Dollars (\$500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on March 9, 2006. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 9, 2006, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 7.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 7.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 6.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or

CHANGE IN TERMS AGREEMENT
(Continued)

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Injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by TWO COMMERCIAL SECURITY AGREEMENTS DATED JANUARY 5, 2005 AND OCTOBER 7, 2005. RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL ARE STATED IN THE SECURITY DOCUMENTS AND IN THAT COMMERCIAL BUSINESS LOAN AGREEMENT FOR TERM LOANS AND LINES OF CREDIT DATED JANUARY 5, 2005.

LINE OF CREDIT. This Agreement evidences a revolving line of credit. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

By: *[Signature]* (Seal)
 ANNE MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC.



LC849

CHANGE IN TERMS AGREEMENT

81267

001/999

REDACTED

Borrower: HIGHWAY SOLUTIONS, LLC. (TIN: [REDACTED])
P.O. BOX 210445
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$800,000.00**Initial Rate:** 7.500%**Date of Agreement:** March 28, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED]-81267 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JANUARY 5, 2005, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$500,000.00, AS RENEWED AND MODIFIED BY THAT CHANGE IN TERMS AGREEMENT DATED JANUARY 9, 2006.

THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$500,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JANUARY 5, 2005, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL, FROM MARCH 9, 2006 TO MAY 1, 2006.

ADDITIONALLY THIS AGREEMENT INCREASES THE TOTAL AGGREGATE PRINCIPAL AMOUNT AVAILABLE UNDER THIS LINE OF CREDIT FROM \$500,000.00 TO \$800,000.00. THE PAYMENT SCHEDULE SHALL NOW BE AS IS FULLY DESCRIBED IN THE "PAYMENT" PROVISION BELOW.

PROMISE TO PAY. HIGHWAY SOLUTIONS, LLC. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Hundred Thousand & 00/100 Dollars (\$800,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on May 1, 2006. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning April 28, 2006, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent Index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 7.500% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 7.500% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

CHANGE IN TERMS AGREEMENT
(Continued)

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ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs. In addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by a Commercial Security Agreement dated January 5, 2005, executed by Borrower to Lender. Rights and obligations with respect to the collateral are stated in the security documents and by that Commercial Business Loan Agreement for Term Loans and Lines of Credit dated January 5, 2005 and by that Loan Agreement Modification Agreement of even date.

LINE OF CREDIT. This Agreement evidences a revolving line of credit. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

EFFECTIVE INITIAL RATE OF INTEREST ON THIS NOTE. Borrower acknowledges that the interest rate on this Note is subject to increases and decreases from time to time based on changes in the Index. Borrower further acknowledges that this Note has been prepared for a future date (the "Date of Note" as indicated on the front of this Note), and, that the Initial Rate and value of the Index effective on the actual Date of Note may differ from the Index and Initial Rate that are shown in this Note due to changes in the Index that have occurred since this Note was prepared. Consequently, Borrower agrees that the Initial Rate on this Note shall not be as reflected on the face hereof, but shall be determined by the value of the Index that is in effect on the actual "Date of Note".

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

CONTINUED ON NEXT PAGE

**CHANGE IN TERMS AGREEMENT
(Continued)**

Page 3

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

By:  (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC.

LAKER PRO Lending, Inc. 8225-00-0000 Cogni-Helios Financial Solutions, Inc. 0007-2006 All Rights Reserved. - As of 10/07/2012 10:20:45 AM ET TR-000214 PR-122

*PL**RC849*

Prepared by:
 Suzette Hupin
 Whitney National Bank
 P. O. Box 61260
 New Orleans, LA 70161

Loan No. *██████████* 81267*001/999**REDACTED*

NOTE MODIFICATION AGREEMENT

The undersigned, Maker (hereinafter referred to as "Borrower") of a Promissory Note dated January 5, 2005, and Whitney National Bank, (hereinafter referred to as "Lender"), in the original principal amount of Five Hundred Thousand and 00/100 (\$500,000.00), plus interest, and was renewed and modified by those Change of Terms Agreements dated January 9, 2006, and March 28, 2006, (hereinafter collectively referred to as "Note"), hereby agree that the said Note shall be revised as follows:

1. Effective May 1, 2006 the current maturity date is hereby extended to June 30, 2006 .
2. Principal and all accrued unpaid interest shall be payable on June 30, 2006. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning June 1, 2006, with all subsequent interest payments to be due on the day of each month after that.
3. The outstanding principal balance as of the date hereof is \$800,000.00, and interest is paid to march 27, 2006
4. The Note together with all renewals of, modifications of or, refinancing of, consolidations of and substitutions for the note or credit agreement are secured by two Commercial Security Agreement, dated January 5, 2005, and October 7, 2005.

That except insofar as herein expressly changed, all terms, covenants and provisions of Note, and the obligations evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed.

In witness whereof, executed this 15th day of May, 2006.

BORROWER:
 Highway Solutions, L.L.C.

BY: Anne S. Marcato
 Anne S. Marcato
 ITS: Manger

LENDER:
 WHITNEY NATIONAL BANK

BY: Gene C. Crane
 Gene C. Crane
 ITS: Vice President



81261 001/999

ECC

REDACTED

CHANGE IN TERMS AGREEMENT

Borrower: HIGHWAY SOLUTIONS, LLC.
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$800,000.00**Initial Rate:** 8.250%**Date of Agreement:** July 28, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED] 81267 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JANUARY 5, 2006, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$500,000.00, AS RENEWED AND MODIFIED BY THAT CHANGE IN TERMS AGREEMENT DATED JANUARY 9, 2006 AND MARCH 28, 2006, AND THAT NOTE MODIFICATION AGREEMENT DATED MAY 16, 2006. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$800,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JANUARY 5, 2006, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM JUNE 30, 2006 TO AUGUST 31, 2006.

PROMISE TO PAY. HIGHWAY SOLUTIONS, LLC. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Hundred Thousand & 00/100 Dollars (\$800,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on August 31, 2006. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P.O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 6.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

CHANGE IN TERMS AGREEMENT
(Continued)

Page 2

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by a Commercial Security Agreement dated January 5, 2005, executed by Borrower to Lender. Rights and obligations with respect to the collateral are stated in the security documents and by that Commercial Business Loan Agreement for Term Loans and Lines of Credit dated January 5, 2005 and by that Loan Agreement Modification Agreement dated March 26, 2006.

LINE OF CREDIT. This Agreement evidences a revolving line of credit. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

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OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

By: 
 ANNE MARCATO, Manager of HIGHWAY
 SOLUTIONS, L.L.C.



WHITNEY

RC#849

CHANGE IN TERMS AGREEMENT

81267

001/999

REDACTED

Borrower: **HIGHWAY SOLUTIONS, LLC.**
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: **Whitney National Bank**
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36125-0714

Principal Amount: \$800,000.00

Initial Rate: 8.250%

Date of Agreement: September 29, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. 81267 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JANUARY 6, 2005, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$500,000.00, AS RENEWED AND MODIFIED BY THAT CHANGE IN TERMS AGREEMENT DATED JANUARY 9, 2006 AND MARCH 28, 2006, AND THAT NOTE MODIFICATION AGREEMENT DATED MAY 16, 2006 AND BY THAT CHANGE IN TERMS AGREEMENT DATED JULY 28, 2006. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$800,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JANUARY 6, 2005, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM AUGUST 31, 2006 TO NOVEMBER 30, 2006.

PROMISE TO PAY. HIGHWAY SOLUTIONS, LLC. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Hundred Thousand & 00/100 Dollars (\$800,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 30, 2006. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 30, 2006, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of its obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not

CHANGE IN TERMS AGREEMENT
(Continued)

Page 2

there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by a Commercial Security Agreement dated January 5, 2005, executed by Borrower to Lender. Rights and obligations with respect to the collateral are stated in the security documents and by that Commercial Business Loan Agreement for Term Loans and Lines of Credit dated January 5, 2005 and by that Loan Agreement Modification Agreement dated March 28, 2008.

LINE OF CREDIT. This Agreement evidences a revolving line of credit. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantees of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any Indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing Indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

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PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

By: 
 ANNE MARCATO, Manager of HIGHWAY
 SOLUTIONS, L.L.C.



WHITNEY

BC# 849

CHANGE IN TERMS AGREEMENT

81267

001/999

REDACTED

Borrower: HIGHWAY SOLUTIONS, LLC.
P.O. BOX 11000
MONTGOMERY, AL 36181

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$800,000.00**Initial Rate:** 8.250%**Date of Agreement:** December 22, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED]-81267 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JANUARY 5, 2005, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$500,000.00, AS RENEWED AND MODIFIED BY THAT CHANGE IN TERMS AGREEMENT DATED JANUARY 8, 2006 AND MARCH 28, 2006, AND THAT NOTE MODIFICATION AGREEMENT DATED MAY 15, 2006 AND BY THAT CHANGE IN TERMS AGREEMENT DATED JULY 28, 2006 AND SEPTEMBER 29, 2006. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$800,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JANUARY 5, 2005, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM NOVEMBER 30, 2006 TO JANUARY 31, 2007.

PROMISE TO PAY. HIGHWAY SOLUTIONS, LLC. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Hundred Thousand & 00/100 Dollars (\$800,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on January 31, 2007. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 22, 2007, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9769, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not

CHANGE IN TERMS AGREEMENT
(Continued)

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there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by a Commercial Security Agreement dated January 5, 2005, executed by Borrower to Lender. Rights and obligations with respect to the collateral are stated in the security documents and by that Commercial Business Loan Agreement for Term Loans and Lines of Credit dated January 5, 2005 and by that Loan Agreement Modification Agreement dated March 28, 2006.

LINE OF CREDIT. This Agreement evidences a revolving line of credit. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangible not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

CONTINUED ON NEXT PAGE

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

By: *Anne Marcato* (Seal)
 ANNE MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC.

ITNEY**CHANGE IN TERMS AGREEMENT***EE***REDACTED**

Borrower: HIGHWAY SOLUTIONS, LLC
 P.O. BOX 14980, 210445
 MONTGOMERY, AL 36144-
361241

Lender: Whitney National Bank
 Mobile Business / Commercial Lending - Carmichael
 P. O. Box 230714
 Montgomery, AL 36123-0714

*81267**001/999***Principal Amount:** \$800,000.00**Initial Rate:** 8.250%**Date of Agreement:** January 31, 2007

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED]-81267 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JANUARY 5, 2005, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$500,000.00, AS RENEWED AND MODIFIED BY THOSE CHANGE IN TERMS AGREEMENTS DATED JANUARY 9, 2006 AND MARCH 28, 2006, AND THAT NOTE MODIFICATION AGREEMENT DATED MAY 15, 2006 AND BY THOSE CHANGE IN TERMS AGREEMENTS DATED JULY 26, 2006, SEPTEMBER 29, 2006 AND DECEMBER 22, 2006. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$763,424.43.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JANUARY 5, 2005, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM JANUARY 31, 2007 TO MARCH 1, 2007.

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Hundred Thousand & 00/100 Dollars (\$800,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on March 1, 2007. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.260% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 8789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantee of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs,

CHANGE IN TERMS AGREEMENT
(Continued)

Page 2

In addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by a Commercial Security Agreement dated January 5, 2005, executed by Borrower to Lender. Rights and obligations with respect to the collateral are stated in the security documents and by that Commercial Business Loan Agreement for Term Loans and Lines of Credit dated January 5, 2005 and by that Loan Agreement Modification Agreement dated March 28, 2006.

LINE OF CREDIT. This Agreement evidences a revolving line of credit. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

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PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

By: 
 ANNE S. MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC.



COMMERCIAL SECURITY AGREEMENT

REDACTED

Grantor:	HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED]) P.O. BOX 210445 MONTGOMERY, AL 36121	Lender:	Whitney National Bank Mobile Business / Commercial Lending - Carmichael P. O. Box 230714 Montgomery, AL 36123-0714
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THIS COMMERCIAL SECURITY AGREEMENT dated January 5, 2005, is made and executed between HIGHWAY SOLUTIONS, L.L.C. ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts and General Intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of Intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Alabama, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the

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ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be

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apportioned among and be payable with any instalment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default In Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the Insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Grantor. Any of the preceding events occurs with respect to any Grantor or any of the Indebtedness or Grantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemblable Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Selection of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS. RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the

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party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement or transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, LLC. and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 6901, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-493 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or wastes as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, LLC. in the principal amount of \$500,000.00 dated January 5, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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TERMS. THIS AGREEMENT IS DATED JANUARY 6, 2006.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

HIGHWAY SOLUTIONS, L.L.C.

By:  (Seal)
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.

WHITNEY NATIONAL BANK


Authorized Signer

EXHIBIT “3”



COMMERCIAL GUARANTY

REDACTED

Borrower:	HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED]) P.O. BOX 219445 MONTGOMERY, AL 36121	Lender:	Whitney National Bank Mobile Business / Commercial Lending - Carmichael P. O. Box 230714 Montgomery, AL 36123-0714
Guarantor:	MICHAEL C. MARCATO (SSN: [REDACTED]) 3376 THOMAS AVENUE MONTGOMERY, AL 36111-1427		

AMOUNT OF GUARANTY. The amount of this Guaranty is Unlimited.

CONTINUING UNLIMITED GUARANTY. For good and valuable consideration, MICHAEL C. MARCATO ("Guarantor") absolutely and unconditionally guarantees and promises to pay to Whitney National Bank ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of HIGHWAY SOLUTIONS, L.L.C. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing.

INDEBTEDNESS GUARANTEED. The Indebtedness guaranteed by this Guaranty includes any and all of Borrower's indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft, indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances or new indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new indebtedness" does not include indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor for all indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the indebtedness. All renewals, extensions, substitutions, and modifications of the indebtedness granted after Guarantor's revocation, are contemplated under this Guaranty and specifically will not be considered to be new indebtedness. This Guaranty shall bind Guarantor's estate as to indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guarantor of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of indebtedness, even to zero dollars (\$0.00), prior to Guarantor's written revocation of this Guaranty shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the guaranteed indebtedness remains unpaid and even though the indebtedness guaranteed may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentation, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses arising by reason of: (A) any "one-action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, or any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the

COMMERCIAL GUARANTY
(Continued)

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purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Guaranty has been accepted by Lender in the State of Alabama.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or where this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforceable. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notice. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, air, first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, L.L.C. and includes all co-signers and co-makers signing the Note.

Guarantor. The word "Guarantor" means each and every person or entity signing this Guaranty, including without limitation MICHAEL C. MARCATO.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**COMMERCIAL GUARANTY
(Continued)**

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EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 8, 2005.

THIS GUARANTY IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS GUARANTY IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:

X 
MICHAEL C. MARCATO

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EXHIBIT “4”



COMMERCIAL GUARANTY

REDACTED

Borrower: HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED]) P.O. BOX 210445 MONTGOMERY, AL 36121	Lender: Whitney National Bank Mobile Business / Commercial Lending - Carmichael P. O. Box 230714 Montgomery, AL 36123-0714
Guarantor: ANNE S. MARCATO (SSN: [REDACTED]) P.O. BOX 210445 MONTGOMERY, AL 36121-0445	

AMOUNT OF GUARANTY. The amount of this Guaranty is Unlimited.

CONTINUING UNLIMITED GUARANTY. For good and valuable consideration, ANNE S. MARCATO ("Guarantor") absolutely and unconditionally guarantees and promises to pay to Whitney National Bank ("Lender") or its order, in legal tender of the United States of America, the indebtedness (as that term is defined below) of HIGHWAY SOLUTIONS, L.L.C. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing.

INDEBTEDNESS GUARANTEED. The indebtedness guaranteed by this Guaranty includes any and all of Borrower's indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances or new indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new indebtedness" does not include indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor for all indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the indebtedness. All renewals, extensions, substitutions, and modifications of the indebtedness granted after Guarantor's revocation, are contemplated under this Guaranty and, specifically will not be considered to be new indebtedness. This Guaranty shall bind Guarantor's estate as to indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executors or administrators or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of indebtedness, even to zero dollars (\$0.00), prior to Guarantor's written revocation of this Guaranty shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the guaranteed indebtedness remains unpaid and even though the indebtedness guaranteed may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the date the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risk under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentation, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, or any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

COMMERCIAL GUARANTY
(Continued)

Page 2

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Guaranty has been accepted by Lender in the State of Alabama.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, L.L.C. and includes all co-signers and co-makers signing the Note.

Guarantor. The word "Guarantor" means each and every person or entity signing this Guaranty, including without limitation ANNE S. MARCATO.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

COMMERCIAL GUARANTY
(Continued)

Page 3

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 5, 2005.

THIS GUARANTY IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS GUARANTY IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:

X Anne S. Marcato (Signature) (Seal)
ANNE S. MARCATO

LASCR PRO Landing, Ver 8.25.00.000 - Copy, Mykronos Financial Solutions, Inc. 12/07/2005. All Rights Reserved. - AICPNA/PL/USC/LTD TR-302746-PP-302

EXHIBIT “5”

1/1/05

REDACTED

JAN 11 2005

For Bank Only	1/1/05
Date Received:	
Branch & Account #	[REDACTED]
Received By:	[REDACTED]

WHITNEY NATIONAL BANK
DEPOSIT ACCOUNT RESOLUTIONS AND AUTHORIZATIONS

720491473

RESOLVED that Whitney National Bank ("Bank") is hereby designated as an authorized depository of **HIGHWAY SOLUTIONS, LLC.** (the "Company"), which hereby authorizes the following individuals each acting alone, unless specifically indicated below that a combination of signatures is required (the "Agent", whether one or more)

JAN 11 2005

Anne S. Marcato
Michael C. Marcato

J. M.

KEYED:
VERIFIED:

(Use the blank space to list the names of the individuals authorized to sign and specify the combination, if any, of signatures required to withdraw funds)

to act on behalf of, in the name and for the account of the Company, to open and maintain with Bank one or more checking, savings, or other deposit accounts; and in its name to sign such signature cards, applications, deposit agreements, and forms as the Agent shall deem appropriate from time to time, including, authorizations to apply funds and other property against obligations of the Company to Bank; to sign checks, drafts, instruments, bills of exchange, acceptances, or other orders for the payment of money from all deposit accounts at Bank in the name of or under the control of the Company; to deposit and/or endorse checks, instruments, bills, drafts, certificates of deposit, bonds or other instruments, evidences of indebtedness, whether negotiable or non-negotiable and orders payable to, owned or held by the Company; to accept drafts, acceptances, instruments and/or other evidences of indebtedness payable at or through Bank, to waive presentment, demand, protest and notice of protest or dishonor of any checks, instruments, drafts, acceptances, instruments or other evidences of indebtedness made, drawn or indorsed by this entity; to withdraw funds from said account(s) by written or oral order or request; and otherwise to deal with Bank in connection with the foregoing activities; to purchase certificates of deposits, bonds, notes, and other such savings instruments from Bank in the name and on behalf of the Company.

RESOLVED FURTHER that the opening and maintaining of the above Company's accounts and all transactions in connection therewith shall be governed by the Rules and Regulations Governing Deposit Accounts of Bank as they may be amended from time to time, by all applicable federal, state and local laws, and by such other rules and regulations as Bank shall, from time to time, promulgate and establish and all agreements embodied in deposit contracts, deposit slips, passbooks and any documents relating to the deposit of funds with Bank.

RESOLVED FURTHER, Agent is hereby authorized to obtain in the name and on behalf of the Company other related services from Bank, such as the rental of safe deposit boxes, obtaining of night depository services, and the like. The rendering of such services by Bank shall be governed by the "night depository agreement(s)", "safe deposit rental contract", and any other such agreement(s) contained on the application or signature cards pertaining to any such services offered to the Company by Bank, as amended from time to time. The Agent is further authorized to sign and execute in the name and on behalf of the Company such signature cards, applications and forms as Bank shall deem appropriate from time to time, in connection with the opening and maintaining of such account(s) and/or obtaining of such additional related services.

RESOLVED FURTHER, endorsements for deposits may be evidenced merely by the name of the Company being written or stamped on the instrument deposited, without designation of the party making the endorsement and Bank is hereby authorized to honor, receive, certify, and/or pay all of the instruments or evidences of indebtedness, checks, drafts, and other items enumerated or described herein even though drawn or endorsed to bearer or to the order, individually, of the Agent signing the same or tendered for cashing or in payment of the individual obligations of such Agent, or for deposit into the Agent's personal account; and Bank shall not be expected, required or under any obligation to inquire as to the circumstances of the issuance or use of any document or item signed or endorsed in accordance with the foregoing paragraphs or the application or disposition of such documents or items or the proceeds thereof.

RESOLVED FURTHER that any and all transaction by any officers, representatives, employees or agents of the Company on its behalf and in its name with Bank prior to delivery of an original or certified copy of the foregoing, are hereby ratified, confirmed and adopted, and that Bank shall be entitled to rely on the authority of the Agent designated above until Bank has been expressly notified in writing to the contrary by Company.

In witness whereof a duly authorized representative or representatives of the Company has/have subscribed his/their names on the reverse hereof.

CERTIFICATE (Corporation)

The undersigned hereby certifies that he/she is the Secretary of _____ (the "Company" referred to on the reverse), a corporation or not-for profit corporation duly organized and existing under the laws of the State of _____, and that the foregoing is a true copy of the Resolutions duly and unanimously adopted by the Board of Directors or Trustees of the Company at a meeting duly held, at which a quorum was present and acting throughout, or by appropriate written consent, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing resolutions or agreement.

In witness whereof, I have hereunto set my hand as Secretary of the Company, and have affixed hereto the official seal of the Company on this _____ day of _____.

Secretary or Assistant Secretary

(SEAL) Attest

(President's or second attesting officer's signature)

(required if Secretary or Assistant Secretary signing above is designated as an Agent)

CERTIFICATE (Sole Proprietorship)

I am the sole owner of the unincorporated business conducted under the trade name of _____ (the "Company" referred to on the reverse), and desire to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement.

Signature

Date

CERTIFICATE (Partnership/Joint Venture/Limited Liability Company)

The undersigned certify on this 11th day of January, 2005 that they are (i) the sole partners, owners, members or joint venturers of the business or joint venture conducted under the name of Highway Outfitters LLC, the ("Company" referred to on the reverse), or (ii) the managing partners, managers or certifying officials required by the Company's articles of organization or partnership agreement to transact the business of the Company or to certify as to the authority of others to act on the Company's behalf, that the Company is organized under the laws of the State of Al., and that the Company, through the undersigned, desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement.

Partner/Member/Manager

Anne S. Marcato
By: Anne MARCATO
Its: Member

Partner/Member/Manager

By:
Its:

Partner/Member/Manager

Partner/Member/Manager

By:
Its:

By:
Its:

CERTIFICATE (Trust, Unincorporated Association, Club or Organization)

The undersigned certifies on this _____ day of _____, _____ that he is/they are the _____ (and) _____, of _____ (the "Company" referred to on the reverse), a(n) _____ (type of organization); and that this Company desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing agreement.

(Signature)

(Title)

(Signature)

(Title)

CERTIFICATE (County, Parish, Municipality, Public Board, Political or Public Corporation, Subdivision, or Taxing District)

The undersigned certifies on this _____ day of _____, _____ that he/she is the _____, an officer or duly authorized official of the _____, a(n) _____ (the "Company" referred to on the reverse) created under or by the constitution and laws of the State of _____, and that the foregoing is a true copy of Resolutions duly and unanimously adopted in accordance with the rules and regulations governing the Company, as authorized pursuant to _____, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing agreement or foregoing resolutions.

(Signature)

(Title)

Entity Certification To the extent that any partners or members of the Company providing these resolutions are legal entities such as corporations, partnerships, limited liability companies or any other form of legal entity organized and existing under the laws of any State of the United States, the person executing this resolution on behalf of such entity in its capacity as a member of the Company does hereby certify to Whitney National Bank that such person is duly authorized to execute this resolution on behalf of such entity acting in its capacity as a partner or member of the Company.

REDACTEDJAN 11 2005
11/1/05**WHITNEY****AUTHORIZED SIGNERS**Branch PERRY HILL ROAD BRANCH Date 01/07/2005Officer Code 738 Account Opened By SUE ANN STINSON

Account No.

Product Type

Initial Deposit

Bus Edge Check&Save II\$0.00Name HIGHWAY SOLUTIONS, LLC.Address P O BOX 210445City/State MONTGOMERY, ALZip 36121

Each of the undersigned (hereinafter each referred to as the "Customer" and collectively as the "Customers") desires to establish with Whitney National Bank (hereinafter referred to as "Whitney") a deposit account bearing the above name, number and address (hereinafter referred to as this "Account") and does hereby enter into this Deposit Account Contract with Whitney (including any and all amendments hereto which may be effected from time to time in accordance with provisions hereof, hereinafter referred to as this "Deposit Account Contract").

Any One**AUTHORIZED SIGNERS**Anne S. MarcatoANNE S MARCATOAny one to signMICHAEL C MARCATOAny one to sign



WHITNEY

DEPOSIT ACCOUNT CONTRACT

REDACTED

Branch PERRY HILL ROAD BRANCH Date 01/07/2005

Officer Code 738 Account Opened By SUE ANN STINSON

Account No.	Product Type	Initial Deposit
[REDACTED]	Bus Edge Check&Save II	\$0.00

Name HIGHWAY SOLUTIONS, LLC.

Address P O BOX 210445

City/State MONTGOMERY, AL Zip 36121

Each of the undersigned (hereinafter each referred to as the "Customer" and collectively as the "Customers") desires to establish with Whitney National Bank (hereinafter referred to as "Whitney") a deposit account bearing the above name, number and address (hereinafter referred to as this "Account") and does hereby enter into this Deposit Account Contract with Whitney (including any and all amendments hereto which may be effected from time to time in accordance with provisions hereof, hereinafter referred to as this "Deposit Account Contract").

1. Multiple-Party Account With Right of Survivorship

IF MORE THAN ONE PARTY IS LISTED IN THE ACCOUNT TITLE WITH A PRESENT RIGHT TO DEMAND PAYMENT FROM THE ACCOUNT, THE PARTIES TO THE ACCOUNT OWN THE ACCOUNT IN PROPORTION TO THE PARTIES' NET CONTRIBUTIONS TO THE ACCOUNT. THE BANK MAY PAY ANY SUM IN THE ACCOUNT TO ANY PARTY AT ANY TIME. ON THE DEATH OF A PARTY, THE PARTY'S OWNERSHIP OF THE ACCOUNT PASSES TO THE SURVIVING PARTIES.

2. Receipt of Distributed Materials

EACH CUSTOMER ACKNOWLEDGES RECEIPT OF WHITNEY'S RULES AND REGULATIONS GOVERNING DEPOSIT ACCOUNTS BROCHURE AND DISCLOSURES & CONSUMER BANKING SERVICES OR BUSINESS BANKING GUIDE BROCHURE.

EACH CUSTOMER HEREBY DECLares, STATES, ACKNOWLEDGES AND CERTIFIES THAT THE CUSTOMER HAS RECEIVED THE DISTRIBUTED MATERIALS, WILL REVIEW THE DISTRIBUTED MATERIALS, AND HEREBY AGREES TO BE BOUND AND OBLIGATED BY ALL THE TERMS AND CONDITIONS OF SUCH

3. Entirety of the Agreement

All of the Distributed Materials listed above in this Deposit Account Contract, all signature cards for this Account, and all written powers of attorney, resolutions, by-laws or other evidence of authority and power now or hereafter delivered to Whitney, in form and substance acceptable to Whitney, by any one or more of the Customers hereto are expressly made a part of and incorporated herein.

Except with respect to any one or more written agreements, now existing or hereafter arising between Whitney and any one or more Customers, whether solely with such Customer or Customers or with other persons or entities, each Customer agrees that this Deposit Account Contract is the complete and exclusive statement of the agreement between Whitney and each Customer as to this Account.

DEPOSIT SERVICES
DATA ENTRY

JAN 11 2005

KEYED:
VERIFIED:
J. M.

4. ATM/VISA CHECK CARD INFORMATION:

The following account(s) have been added to the customers ATM/Visa cards:

REDACTED

5. Certification of Tax I.D. and Backup Withholding

The social security number or employer identification number (often referred to as your Tax Identification Number ("TIN")) for this account is [REDACTED]

Tax Liability Name HIGHWAY SOLUTIONS, LLC.

Under penalties of perjury, the Customer whose TIN is stated above (the "Taxpayer") certifies that 1) the number stated above is correct (or the Customer is waiting for a number to be issued to the Customer); and 2) the Taxpayer is not subject to backup Withholding either because (a) the Taxpayer is exempt from backup withholding, or (b) the Taxpayer has not been notified by the Internal Revenue Service (IRS) that the Taxpayer is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the Taxpayer that the Taxpayer is no longer subject to backup withholding; and 3) the Depositor is a U.S. person (including a U.S. Resident Alien).

CERTIFICATION INSTRUCTIONS - The Customer must cross out item (2) above if the Customer has been notified by the IRS that the Customer is currently subject to backup withholding because of underreporting interest or dividends on the Customer's tax return.

Anne S. Mancato

TIN and Backup Withholding Certification Signature

CUSTOMER SIGNATURE:

Anne S. Marcato
ANNE S MARCATO
Any one to sign

FOR BANK USE		
Officer Code _____	Resolution/Signing Authority _____	Branch _____
New Account Temp Doc. _____	Requested _____	Authorized Signers Form _____
New Account Replacement _____	On File _____	Requested _____
Title Changes _____	On File _____	On File _____



WHITNEY

REDACTEDDEPOSIT ACCOUNT CONTRACT
*Addendum*Bank 20 Branch PERRY HILL ROAD BRANCH Date 01/07/2005Officer Code 738 Account Opened By SUE ANN STINSON

Account No. Product Type Initial Deposit

<u> </u>	<u>Bus Edge Check&Save II</u>	<u>\$0.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Name HIGHWAY SOLUTIONS, LLC.

DEPOSIT SERVICES
DATA ENTRY

JAN 11 2005

KEYED:
VERIFIED:

J. M.

Address P O BOX 210445City/State MONTGOMERY, AL Zip 36121FIRST CUSTOMER'S NAME: ANNE S MARCATOAddress: , AL 36111Employment or Kind of Business: SELF EMPLOYEDCustomer Identification: Telephone Numbers: Home Business (000) 000-0000 Ext 0000 Day Phone () - SSN or TIN: Date of Birth: Decision Power Code: Decision Power Override: Yes No Reason: Code: ONLINE BANKING INFORMATION: Access Code: Access Code Type: Enrollment Account: Promotional Flag: Email Address: SECOND CUSTOMER'S NAME: HIGHWAY SOLUTIONS, LLC.Address: 579 D OLIVER RD , AL 36117Employment or Kind of Business: DEVELOP PROPERTYCustomer Identification: Telephone Numbers: Home () - Business (334) 279-8267 Ext 0000 Day Phone () - SSN or TIN: 73-1630489 Date of Birth: / / Decision Power Code: Decision Power Override: Yes No Reason: Code: ONLINE BANKING INFORMATION: Access Code: Access Code Type: Enrollment Account: Promotional Flag: Email Address:

THIRD CUSTOMER'S NAME: _____

Address: _____

Employment or Kind of Business: _____

Customer Identification: _____

Telephone Numbers: Home() - Business() - Ext Day Phone: () -

SSN or TIN: _____ Date of Birth: / / Decision Power Code _____

Decision Power Override: _____ Yes _____ No Reason: _____

Code _____

ONLINE BANKING INFORMATION: Access Code: _____ Access Code Type: _____

Enrollment Account: _____ Promotional Flag: _____

Email Address: _____

FOURTH CUSTOMER'S NAME: _____

Address: _____

Employment or Kind of Business: _____

Customer Identification: _____

Telephone Numbers: Home() - Business() - Ext Day Phone: () -

SSN or TIN: _____ Date of Birth: / / Decision Power Code _____

Decision Power Override: _____ Yes _____ No Reason: _____

Code _____

ONLINE BANKING INFORMATION: Access Code: _____ Access Code Type: _____

Enrollment Account: _____ Promotional Flag: _____

Email Address: _____

SPECIAL INSTRUCTIONS/REMARKS:

SOURCE OF FUNDS:Account: [REDACTED]
Account: _____
Account: _____
Account: _____
Account: _____Source: Other Bank/S & L
Source: _____
Source: _____
Source: _____
Source: _____**ACCOUNT LAST KEPT WITH:**

NA

RELATED BUSINESS OWNER ACCOUNT NUMBER:

REDACTED

For Bank Use Only 01/07/2005	Date Received: _____
Branch & Acct.#: 182 720491673	Received by: _____



STATEMENT PERIOD

Jan 01, 2007 TO
Jan 31, 2007

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HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

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BUSINESS CHECKING

HIGHWAY SOLUTIONS

BALANCE LAST STATEMENT	DEPOSITS & CREDITS NO. TOTAL AMOUNT	CHECKS & DEBITS NO. TOTAL AMOUNT	BALANCE THIS STATEMENT
453,117.39	22 956,835.49	530 1,451,767.44	41,814.56-

Credits

Date	Amount	Description	
Jan 04	159,641.35	TRANSFER CREDIT	SWEET CREDIT
Jan 05	6,629.89	TRANSFER CREDIT	SWEET CREDIT
Jan 08	101,027.06	TRANSFER CREDIT	SWEET CREDIT
Jan 09	38,182.01	TRANSFER CREDIT	SWEET CREDIT
Jan 10	63,250.00	REGULAR DEPOSIT	
Jan 12	100,000.00	REGULAR DEPOSIT	
Jan 12	41,605.97	RETURNED CHECK	0000008115
Jan 12	623.65	RETURNED CHECK	0000008209
Jan 12	392.30	RETURNED CHECK	0000008214
Jan 12	267.24	RETURNED CHECK	0000008210
Jan 12	57.95	RETURNED CHECK	0000008178
Jan 17	39,590.27	TRANSFER CREDIT	SWEET CREDIT
Jan 18	50,000.00	REGULAR DEPOSIT	
Jan 18	11,023.35	TRANSFER CREDIT	SWEET CREDIT
Jan 19	12,250.00	REGULAR DEPOSIT	
Jan 22	35,000.00	REGULAR DEPOSIT	
Jan 22	7,713.13	TRANSFER CREDIT	SWEET CREDIT
Jan 24	199,637.48	REGULAR DEPOSIT	
Jan 24	6,217.35	TRANSFER CREDIT	SWEET CREDIT
Jan 26	50,141.53	TRANSFER CREDIT	SWEET CREDIT
Jan 29	10,240.44	TRANSFER CREDIT	SWEET CREDIT
Jan 30	23,344.52	TRANSFER CREDIT	SWEET CREDIT

Checks
Paid

Date	Check No.	Amount	Date	Check No.	Amount
Jan 03	0	55,499.14	Jan 02	8023	5,390.54
Jan 08	6977 *	21,277.77	Jan 10	8031 *	19,896.00
Jan 08	7761 *	711.97	Jan 04	8037 *	329.75
Jan 03	7870 *	214.88	Jan 02	8038	287.82
Jan 03	7901 *	645.60	Jan 05	8039	742.78
Jan 05	7922 *	393.57	Jan 03	8040	193.69
Jan 05	7941 *	348.10	Jan 02	8041	1,133.23
Jan 03	7964 *	290.22	Jan 03	8042	258.80
Jan 02	8015 *	256.68	Jan 03	8043	273.12
Jan 09	8022 *	11,575.14	Jan 02	8044	548.09



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HIGHWAY SOLUTIONS LLC.
P O BOX 210445
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Date	Check No.	Amount	Date	Check No.	Amount
Jan 03	8045	301.85	Jan 03	8097	284.96
Jan 03	8046	265.15	Jan 03	8098	301.84
Jan 03	8047	277.38	Jan 03	8099	277.24
Jan 03	8048	331.35	Jan 02	8100	887.18
Jan 02	8049	904.58	Jan 03	8101	309.38
Jan 04	8050	159.96	Jan 03	8102	264.80
Jan 03	8051	256.13	Jan 03	8103	132.52
Jan 05	8052	308.38	Jan 02	8104	673.59
Jan 08	8053	586.87	Jan 03	8105	323.25
Jan 03	8054	200.19	Jan 03	8106	298.50
Jan 03	8055	273.12	Jan 03	8107	352.16
Jan 03	8056	183.43	Jan 03	8108	331.77
Jan 03	8057	211.47	Jan 02	8111 *	29,876.75
Jan 03	8058	593.35	Jan 04	8112	13,726.00
Jan 02	8059	488.75	Jan 08	8114 *	37,518.46
Jan 03	8060	488.18	Jan 11	8115	41,605.97
Jan 03	8061	279.83	Jan 18	8115	41,605.97
Jan 03	8062	232.03	Jan 02	8116	20,000.00
Jan 03	8063	373.02	Jan 02	8117	6,109.82
Jan 03	8064	326.05	Jan 04	8118	4,161.92
Jan 02	8065	774.80	Jan 08	8120 *	25,054.08
Jan 02	8066	373.19	Jan 09	8121	51,468.62
Jan 03	8067	292.32	Jan 02	8122	13,926.38
Jan 16	8068	196.25	Jan 05	8123	1,550.42
Jan 03	8070 *	225.48	Jan 02	8124	30,000.00
Jan 10	8071	373.19	Jan 08	8127 *	290.59
Jan 03	8072	277.08	Jan 05	8128	266.62
Jan 02	8073	461.29	Jan 09	8129	742.77
Jan 02	8074	396.94	Jan 08	8130	230.85
Jan 03	8075	445.22	Jan 08	8131	1,133.24
Jan 03	8077 *	273.12	Jan 08	8132	232.65
Jan 02	8078	706.30	Jan 09	8133	242.41
Jan 03	8079	318.91	Jan 08	8134	548.09
Jan 03	8080	1,002.87	Jan 10	8135	338.78
Jan 02	8081	378.84	Jan 08	8136	296.32
Jan 04	8082	861.47	Jan 09	8137	238.99
Jan 02	8083	397.84	Jan 08	8138	286.74
Jan 02	8084	372.61	Jan 08	8139	904.58
Jan 03	8085	270.75	Jan 08	8141 *	230.54
Jan 02	8086	372.60	Jan 05	8142	235.95
Jan 03	8087	628.10	Jan 10	8143	586.87
Jan 03	8088	338.40	Jan 08	8144	238.99
Jan 03	8089	301.85	Jan 08	8145	242.41
Jan 02	8090	372.32	Jan 05	8146	194.21
Jan 02	8091	372.59	Jan 26	8147	304.52
Jan 03	8092	411.89	Jan 09	8148	263.28
Jan 03	8093	220.84	Jan 08	8149	429.15
Jan 03	8094	238.27	Jan 08	8150	448.07
Jan 03	8095	335.10	Jan 08	8151	446.71
Jan 03	8096	244.67	Jan 08	8152	320.58



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Date	Check No.	Amount	Date	Check No.	Amount
Jan 08	8153	208.31	Jan 08	8202	230.54
Jan 09	8154	465.44	Jan 08	8203	317.61
Jan 08	8155	259.08	Jan 08	8204	173.00
Jan 18	8156	466.89	Jan 08	8205	342.36
Jan 08	8157	774.80	Jan 08	8206	215.86
Jan 10	8158	267.48	Jan 08	8208 *	536.00
Jan 08	8159	329.26	Jan 11	8209	623.65
Jan 08	8160	366.58	Jan 18	8209	623.65
Jan 05	8161	681.93	Jan 11	8210	267.24
Jan 08	8162	238.72	Jan 18	8210	267.24
Jan 10	8163	267.48	Jan 12	8211	174.25
Jan 08	8164	270.47	Jan 12	8212	240.00
Jan 10	8165	170.26	Jan 10	8213	720.00
Jan 05	8166	417.21	Jan 11	8214	392.30
Jan 05	8167	557.41	Jan 16	8215	57.00
Jan 05	8168	259.72	Jan 18	8216	108.25
Jan 08	8169	379.70	Jan 17	8218 *	282.15
Jan 17	8170	500.00	Jan 16	8219	217.81
Jan 09	8171	242.41	Jan 19	8220	742.78
Jan 08	8172	706.30	Jan 17	8221	257.59
Jan 09	8173	371.93	Jan 16	8222	1,133.22
Jan 09	8174	1,002.86	Jan 17	8223	210.36
Jan 09	8175	274.68	Jan 17	8224	216.57
Jan 10	8176	143.19	Jan 16	8225	548.09
Jan 08	8177	578.91	Jan 17	8226	271.34
Jan 11	8178	57.95	Jan 17	8227	269.26
Jan 17	8178	57.95	Jan 17	8228	219.18
Jan 09	8179	266.90	Jan 17	8229	262.64
Jan 08	8180	232.76	Jan 16	8230	904.58
Jan 10	8181	266.90	Jan 17	8231	265.50
Jan 08	8182	628.10	Jan 17	8232	153.06
Jan 09	8183	309.60	Jan 19	8233	586.87
Jan 09	8184	271.35	Jan 17	8234	148.69
Jan 10	8185	266.62	Jan 26	8235	275.98
Jan 10	8186	266.90	Jan 17	8236	221.19
Jan 09	8187	365.58	Jan 16	8237	361.55
Jan 08	8188	402.41	Jan 17	8238	413.53
Jan 09	8189	201.11	Jan 17	8239	433.27
Jan 08	8190	298.16	Jan 17	8240	311.30
Jan 08	8191	220.94	Jan 17	8241	240.79
Jan 08	8192	331.60	Jan 17	8242	466.33
Jan 09	8193	271.35	Jan 17	8243	271.92
Jan 09	8194	248.45	Jan 16	8244	774.81
Jan 10	8195	887.18	Jan 16	8245	204.23
Jan 08	8196	278.38	Jan 23	8246	297.13
Jan 08	8197	236.08	Jan 18	8247	180.97
Jan 08	8198	241.11	Jan 17	8248	520.96
Jan 05	8199	673.59	Jan 16	8249	248.64
Jan 09	8200	280.77	Jan 16	8250	218.50
Jan 08	8201	416.55	Jan 17	8251	140.72



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Date	Check No.	Amount	Date	Check No.	Amount
Jan 18	8252	392.19	Jan 17	8303	60.00
Jan 16	8253	267.98	Jan 17	8304	60.00
Jan 16	8254	197.94	Jan 18	8305	60.00
Jan 17	8255	400.21	Jan 16	8306	60.00
Jan 25	8256	500.01	Jan 22	8307	60.00
Jan 17	8257	216.57	Jan 17	8308	60.00
Jan 17	8258	706.30	Jan 16	8309	20.00
Jan 17	8259	346.22	Jan 16	8310	380.00
Jan 16	8260	1,002.87	Jan 18	8311	5,180.00
Jan 17	8261	229.53	Jan 16	8314 *	7,500.00
Jan 16	8262	744.51	Jan 17	8315	2,277.02
Jan 17	8263	412.11	Jan 22	8316	109.10
Jan 24	8264	218.04	Jan 17	8317	21,708.52
Jan 17	8265	215.61	Jan 22	8318	431.20
Jan 16	8266	218.04	Jan 24	8319	202.05
Jan 18	8267	628.11	Jan 24	8320	377.55
Jan 17	8268	285.35	Jan 22	8321	452.29
Jan 17	8269	245.66	Jan 23	8322	742.77
Jan 16	8270	178.58	Jan 22	8324 *	1,133.24
Jan 16	8271	218.04	Jan 23	8325	224.33
Jan 17	8272	336.71	Jan 23	8326	282.82
Jan 17	8273	360.98	Jan 19	8327	548.09
Jan 17	8274	249.54	Jan 23	8328	268.13
Jan 17	8275	276.74	Jan 23	8329	194.86
Jan 17	8276	253.42	Jan 23	8330	148.69
Jan 17	8277	293.16	Jan 22	8331	904.58
Jan 17	8278	245.66	Jan 23	8332	268.16
Jan 17	8279	224.18	Jan 19	8333	326.84
Jan 16	8280	887.17	Jan 23	8334	586.87
Jan 17	8281	255.26	Jan 23	8335	277.38
Jan 17	8282	211.92	Jan 23	8336	268.28
Jan 17	8283	281.04	Jan 19	8337	330.43
Jan 16	8284	673.60	Jan 23	8338	214.71
Jan 17	8285	199.49	Jan 22	8339	762.88
Jan 16	8286	199.29	Jan 29	8340	433.09
Jan 17	8287	208.75	Jan 23	8341	397.39
Jan 17	8288	284.71	Jan 23	8342	260.71
Jan 16	8289	145.76	Jan 23	8343	158.37
Jan 17	8290	276.50	Jan 23	8344	536.00
Jan 16	8291	162.54	Jan 23	8345	321.22
Jan 17	8292	200.28	Jan 25	8346	559.17
Jan 17	8293	158.46	Jan 22	8347	774.80
Jan 17	8295 *	60.00	Jan 22	8348	457.05
Jan 17	8296	60.00	Jan 23	8349	236.15
Jan 18	8297	60.00	Jan 19	8350	510.21
Jan 18	8298	60.00	Jan 22	8351	211.94
Jan 17	8299	60.00	Jan 22	8352	457.03
Jan 18	8300	60.00	Jan 23	8353	217.85
Jan 17	8301	60.00	Jan 19	8354	71.73
Jan 17	8302	60.00	Jan 24	8355	502.60



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Date	Check No.	Amount	Date	Check No.	Amount
Jan 22	8356	278.72	Jan 22	8409	100.00
Jan 23	8357	436.00	Jan 25	8418 *	30.66
Jan 23	8359 *	210.09	Jan 22	8421 *	410.00
Jan 22	8360	706.30	Jan 23	8422	3,785.59
Jan 23	8361	357.99	Jan 23	8423	10,000.00
Jan 23	8362	1,002.86	Jan 26	8424	15,000.00
Jan 23	8363	389.25	Jan 26	8425	1,029.60
Jan 22	8364	1,255.65	Jan 29	8426	34.89
Jan 22	8365	440.61	Jan 31	8427	59.10
Jan 23	8367 *	206.53	Jan 30	8429 *	77.24
Jan 22	8368	456.45	Jan 31	8432 *	950.00
Jan 23	8369	628.10	Jan 30	8433	1,409.35
Jan 23	8370	308.08	Jan 29	8434	126.90
Jan 23	8371	374.10	Jan 30	8435	159.12
Jan 22	8372	382.79	Jan 31	8436	124.96
Jan 22	8373	383.08	Jan 23	8437	364.13
Jan 23	8374	424.50	Jan 29	8438	160.80
Jan 23	8375	469.56	Jan 29	8439	500.00
Jan 23	8376	247.96	Jan 26	8440	27,235.00
Jan 23	8377	345.81	Jan 31	8441	4,000.00
Jan 23	8378	80.80	Jan 24	8442	50,000.00
Jan 23	8379	266.83	Jan 26	8443	5,258.10
Jan 23	8380	250.84	Jan 31	8444	288.62
Jan 23	8381	304.56	Jan 31	8445	506.76
Jan 22	8382	887.19	Jan 29	8446	319.63
Jan 23	8383	324.24	Jan 31	8447	742.78
Jan 23	8384	277.73	Jan 31	8448	1,133.24
Jan 23	8385	283.73	Jan 30	8449	384.03
Jan 22	8386	673.59	Jan 30	8450	263.43
Jan 23	8387	166.26	Jan 29	8451	548.09
Jan 23	8388	268.16	Jan 30	8452	407.81
Jan 23	8389	351.16	Jan 30	8453	292.60
Jan 22	8390	431.49	Jan 30	8454	356.08
Jan 23	8391	183.11	Jan 30	8455	376.69
Jan 18	8392	500.00	Jan 30	8456	904.59
Jan 25	8393	145.00	Jan 30	8457	380.92
Jan 23	8395 *	40.00	Jan 26	8458	315.97
Jan 23	8396	100.00	Jan 30	8459	586.87
Jan 23	8397	100.00	Jan 30	8460	341.11
Jan 24	8398	100.00	Jan 30	8461	365.25
Jan 23	8399	80.00	Jan 30	8462	267.40
Jan 23	8400	80.00	Jan 30	8463	268.13
Jan 23	8401	100.00	Jan 30	8464	415.60
Jan 23	8402	100.00	Jan 29	8465	542.26
Jan 23	8403	100.00	Jan 30	8466	628.60
Jan 23	8404	100.00	Jan 30	8467	444.48
Jan 23	8405	80.00	Jan 30	8468	355.66
Jan 22	8406	100.00	Jan 30	8469	466.67
Jan 22	8407	100.00	Jan 30	8470	282.69
Jan 23	8408	100.00	Jan 31	8471	461.55



STATEMENT PERIOD

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Date	Check No.	Amount	Date	Check No.	Amount
Jan 31	8472	774.81	Jan 30	8512	341.86
Jan 29	8473	320.47	Jan 30	8513	336.07
Jan 29	8475 *	414.68	Jan 30	8514	673.60
Jan 30	8476	246.49	Jan 30	8515	253.06
Jan 30	8477	793.56	Jan 29	8516	462.36
Jan 29	8478	320.49	Jan 30	8517	302.25
Jan 30	8479	217.84	Jan 30	8518	489.94
Jan 30	8480	254.94	Jan 29	8519	260.04
Jan 31	8481	570.02	Jan 30	8520	436.78
Jan 29	8482	627.68	Jan 29	8521	385.12
Jan 29	8483	331.00	Jan 29	8522	460.84
Jan 29	8484	506.78	Jan 30	8524 *	696.66
Jan 30	8486 *	431.86	Jan 31	8525	100.00
Jan 29	8487	706.30	Jan 30	8526	80.00
Jan 30	8488	480.00	Jan 30	8527	80.00
Jan 31	8490 *	1,002.87	Jan 31	8528	100.00
Jan 30	8491	326.76	Jan 30	8529	80.00
Jan 29	8492	1,274.93	Jan 30	8531 *	100.00
Jan 30	8493	525.16	Jan 30	8532	100.00
Jan 29	8494	319.91	Jan 30	8533	100.00
Jan 31	8495	343.53	Jan 30	8534	100.00
Jan 29	8496	319.91	Jan 30	8535	123.87
Jan 30	8497	628.11	Jan 31	8536	111.07
Jan 30	8498	335.38	Jan 29	8537	100.00
Jan 30	8499	470.42	Jan 30	8538	100.00
Jan 29	8500	319.63	Jan 30	8539	80.00
Jan 29	8501	393.57	Jan 26	8540	46.53
Jan 30	8502	529.15	Jan 29	8541	51.07
Jan 30	8503	531.75	Jan 30	8543 *	198.66
Jan 30	8504	360.22	Jan 30	8544	100.00
Jan 30	8505	511.69	Jan 31	8545	25.20
Jan 30	8506	315.84	Jan 26	8548 *	675.83
Jan 30	8507	408.50	Jan 25	8549	15,000.00
Jan 30	8508	413.50	Jan 31	8552 *	4,222.69
Jan 30	8509	313.63	Jan 31	8554 *	12,240.00
Jan 30	8510	887.18	Jan 31	8555	5,390.54
Jan 30	8511	155.47			

* Indicates break in check sequence

Other Debits

Date	Amount	Description	
Jan 02	305,480.31	TRANSFER DEBIT	SWEET DEBIT
Jan 02	19,122.91	DEBIT MEMO	
Jan 02	12,551.44	ACH DEBIT	
		FCC EQUIPMENT	PAYMENT
Jan 03	10,000.00	ACH DEBIT	INTERNET P
		JDC WEB PAY	



STATEMENT PERIOD

Jan 01, 2007 TO
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Jan 03	9,902.69	ACH DEBIT	CITICAPITAL	SMARTPAY
Jan 03	8,015.00	ACH DEBIT	FLEETCOR LOCKBOX	DEBITS
Jan 03	5,000.00	ACH DEBIT	JDC WEB PAY	INTERNET P
Jan 03	5,000.00	ACH DEBIT	JDC WEB PAY	INTERNET P
Jan 03	540.15	ACH DEBIT	FARMPLAN WEB PAY	INTERNET P
Jan 04	9,541.46	DEBIT MEMO		
Jan 04	8,985.20	ACH DEBIT	VTFNA, INC	LEASE/RENT
Jan 04	8,156.54	ACH DEBIT	VTFNA, INC	LEASE/RENT
Jan 04	4,091.94	ACH DEBIT	VTFNA, INC	LEASE/RENT
Jan 04	500.00	ACH DEBIT	OFFICE DEPOT	ONLINE PMT
Jan 08	384.81	SERVICE CHARGE		ANALYSIS CHG
Jan 09	8,015.00	ACH DEBIT	FLEETCOR LOCKBOX	DEBITS
Jan 10	310.00	OD SERVICE CHARGE		
Jan 12	155.00	NSF SERVICE CHARGE		
Jan 16	50,613.62	TRANSFER DEBIT		SWEEP DEBIT
Jan 16	20,914.16	ACH DEBIT	CATERPILLAR	PAYMENT
Jan 16	9,734.49	ACH DEBIT	CATERPILLAR	PAYMENT
Jan 17	905.69	ACH DEBIT	MERCEDES	PAYMENT
Jan 17	710.38	ACH DEBIT	MERCEDES	PAYMENT
Jan 19	7,713.13	TRANSFER DEBIT		SWEEP DEBIT
Jan 22	841.84	ACH DEBIT	1-800-200-4622	TRUEPAY
Jan 22	776.97	ACH DEBIT	1-800-200-4622	TRUEPAY
Jan 22	756.91	ACH DEBIT	1-800-200-4622	TRUEPAY
Jan 22	670.82	ACH DEBIT	1-800-200-4622	TRUEPAY
Jan 22	599.81	ACH DEBIT	1-800-200-4622	TRUEPAY
Jan 22	549.46	ACH DEBIT	1-800-200-4622	TRUEPAY
Jan 23	1,500.00	TRANSFER DEBIT	TO CC -XXXXXX9504 WE3423	003423 01/23
Jan 23	1,500.00	TRANSFER DEBIT	TO CC -XXXXXX4545 WE3509	003509 01/23
Jan 23	6,217.35	TRANSFER DEBIT		SWEEP DEBIT



STATEMENT PERIOD

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Jan 24	9,902.69	ACH DEBIT CITICAPITAL	SMARTPAY
Jan 25	120,302.06	TRANSFER DEBIT	SWEET DEBIT
Jan 25	8,015.00	ACH DEBIT	DEBITS
Jan 31	9,166.82	FLEETCOR LOCKBOX DEBIT MEMO	

Daily
Balance
Summary

Date	Balance	Date	Balance
Dec 31	453,117.39	Jan 16	500.00
Jan 02	500.00	Jan 18	11,330.08
Jan 03	108,627.11-	Jan 19	12,750.00
Jan 04	500.00	Jan 22	38,907.14
Jan 09	38,436.63-	Jan 23	500.00
Jan 10	52.52	Jan 24	145,051.90
Jan 11	42,894.59-	Jan 25	500.00
Jan 12	99,483.27	Jan 31	41,814.56-



STATEMENT PERIOD

Feb 01, 2007 TO
Feb 28, 2007

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HIGHWAY SOLUTIONS LLC. 182 E 0
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EFFECTIVE APRIL 15, 2007, THE NSF/OVERDRAFT CHARGE FOR ALL PERSONAL, BUSINESS AND PUBLIC FUND ACCOUNTS IN ALABAMA WILL BE \$32 PER ITEM. IF YOU HAVE QUESTIONS, PLEASE CALL A WHITNEY BANKER AT 1-800-844-4450.

BUSINESS CHECKING

HIGHWAY SOLUTIONS

BALANCE LAST STATEMENT	NO.	DEPOSITS & CREDITS TOTAL AMOUNT	CHECKS & DEBITS NO. TOTAL AMOUNT	BALANCE THIS STATEMENT
41,814.56-	57	1,205,416.79	510 1,163,102.23	500.00

Credits

Date	Amount	Description	
Feb 01	50,000.00	REGULAR DEPOSIT	
Feb 05	36,575.57	CREDIT MEMO	
Feb 07	75,000.00	REGULAR DEPOSIT	
Feb 07	50,000.00	RETURNED CHECK	0000008673
Feb 07	8,890.72	RETURNED CHECK	
Feb 07	8,015.00	ACH NSF RETURN	
Feb 07	1,002.86	RETURNED CHECK	0000008606
Feb 07	887.17	RETURNED CHECK	0000008626
Feb 07	673.59	RETURNED CHECK	0000008630
Feb 07	628.10	RETURNED CHECK	0000008613
Feb 07	551.25	RETURNED CHECK	0000008605
Feb 07	534.29	RETURNED CHECK	0000008582
Feb 07	518.69	RETURNED CHECK	0000008618
Feb 07	500.56	RETURNED CHECK	0000008585
Feb 07	494.46	RETURNED CHECK	0000008561
Feb 07	467.20	RETURNED CHECK	0000008598
Feb 07	415.59	RETURNED CHECK	0000008580
Feb 07	414.73	RETURNED CHECK	0000008623
Feb 07	401.15	RETURNED CHECK	0000008587
Feb 07	393.36	RETURNED CHECK	0000008615
Feb 07	380.26	RETURNED CHECK	0000008583
Feb 07	374.20	RETURNED CHECK	0000008590
Feb 07	362.44	RETURNED CHECK	0000008631
Feb 07	360.41	RETURNED CHECK	0000008602
Feb 07	344.11	RETURNED CHECK	0000008629
Feb 07	337.87	RETURNED CHECK	0000008628
Feb 07	333.62	RETURNED CHECK	0000008570
Feb 07	327.29	RETURNED CHECK	0000008625
Feb 07	324.73	RETURNED CHECK	0000008633
Feb 07	322.01	RETURNED CHECK	0000008624
Feb 07	319.83	RETURNED CHECK	0000008595
Feb 07	318.75	RETURNED CHECK	0000008620
Feb 07	312.11	RETURNED CHECK	0000008622



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Date	Amount	Description	
Feb 07	305.93	RETURNED CHECK	0000008607
Feb 07	299.45	RETURNED CHECK	0000008584
Feb 07	298.40	RETURNED CHECK	0000008592
Feb 07	266.99	RETURNED CHECK	0000008565
Feb 07	258.58	RETURNED CHECK	0000008566
Feb 07	252.81	RETURNED CHECK	0000008576
Feb 07	216.80	RETURNED CHECK	0000008619
Feb 07	200.51	RETURNED CHECK	0000008573
Feb 07	142.21	RETURNED CHECK	0000008577
Feb 07	120.00	RETURNED CHECK	0000008648
Feb 07	100.00	RETURNED CHECK	0000008647
Feb 07	80.00	RETURNED CHECK	0000008657
Feb 07	40.00	RETURNED CHECK	0000008649
Feb 09	216,771.76	REGULAR DEPOSIT	
Feb 12	68,889.96	REGULAR DEPOSIT	
Feb 14	52,347.43	TRANSFER CREDIT	SWEEP CREDIT
Feb 15	6,817.91	TRANSFER CREDIT	SWEEP CREDIT
Feb 16	15,821.53	TRANSFER CREDIT	SWEEP CREDIT
Feb 20	8,959.22	TRANSFER CREDIT	SWEEP CREDIT
Feb 21	6,731.01	TRANSFER CREDIT	SWEEP CREDIT
Feb 22	28,000.00	REGULAR DEPOSIT	
Feb 23	320,938.39	REGULAR DEPOSIT	
Feb 27	145,689.15	TRANSFER CREDIT	SWEEP CREDIT
Feb 28	91,086.83	TRANSFER CREDIT	SWEEP CREDIT

Checks
Paid

Date	Check No.	Amount	Date	Check No.	Amount
Feb 12	0	337.87	Feb 05	8562	319.63
Feb 21	8034 *	160.80	Feb 08	8563	742.77
Feb 05	8323 *	80.08	Feb 05	8564	1,133.22
Feb 08	8366 *	456.45	Feb 06	8565	266.99
Feb 14	8420 *	701.11	Feb 12	8565	266.99
Feb 05	8428 *	12,195.00	Feb 06	8566	258.58
Feb 01	8430 *	607.04	Feb 02	8567	548.09
Feb 02	8431	75.00	Feb 05	8568	383.72
Feb 02	8474 *	383.84	Feb 05	8569	134.38
Feb 09	8474	383.84	Feb 06	8570	333.62
Feb 02	8489 *	590.56	Feb 12	8570	333.62
Feb 05	8530 *	100.00	Feb 05	8571	191.10
Feb 02	8542 *	11.17	Feb 05	8572	904.58
Feb 28	8547 *	13,905.00	Feb 06	8573	200.51
Feb 21	8550 *	72.72	Feb 02	8574	167.97
Feb 08	8551	2,075.00	Feb 13	8575	586.87
Feb 01	8553 *	20,000.00	Feb 06	8576	252.81
Feb 02	8556 *	85.00	Feb 06	8577	142.21
Feb 01	8557	1,859.32	Feb 02	8578	231.43
Feb 05	8559 *	235.78	Feb 05	8579	269.13
Feb 05	8560	488.80	Feb 06	8580	415.59
Feb 06	8561	494.46	Feb 09	8580	415.59



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Date	Check No.	Amount	Date	Check No.	Amount
Feb 05	8581	529.41	Feb 12	8622	312.11
Feb 06	8582	534.29	Feb 06	8623	414.73
Feb 12	8582	534.29	Feb 09	8623	414.73
Feb 06	8583	380.26	Feb 06	8624	322.01
Feb 12	8583	380.26	Feb 12	8624	322.01
Feb 06	8584	299.45	Feb 06	8625	327.29
Feb 12	8584	299.45	Feb 09	8625	327.29
Feb 06	8585	500.56	Feb 06	8626	887.17
Feb 09	8585	500.56	Feb 05	8627	394.63
Feb 05	8586	375.29	Feb 06	8628	337.87
Feb 06	8587	401.15	Feb 06	8629	344.11
Feb 05	8588	774.80	Feb 06	8630	673.59
Feb 05	8589	320.49	Feb 06	8631	362.44
Feb 06	8590	374.20	Feb 05	8632	353.56
Feb 09	8590	374.20	Feb 06	8633	324.73
Feb 05	8591	280.68	Feb 05	8634	323.15
Feb 06	8592	298.40	Feb 05	8635	168.01
Feb 09	8592	298.40	Feb 05	8636	427.27
Feb 07	8593	550.96	Feb 05	8637	263.76
Feb 08	8594	320.49	Feb 05	8638	394.55
Feb 06	8595	319.83	Feb 05	8641 *	80.00
Feb 09	8595	319.83	Feb 05	8642	100.00
Feb 08	8596	229.60	Feb 05	8643	120.00
Feb 07	8597	511.78	Feb 07	8644	100.00
Feb 06	8598	467.20	Feb 05	8645	100.00
Feb 05	8599	288.22	Feb 05	8646	100.00
Feb 05	8600	403.54	Feb 06	8647	100.00
Feb 06	8602 *	360.41	Feb 06	8648	120.00
Feb 05	8603	706.30	Feb 06	8649	40.00
Feb 05	8604	375.11	Feb 05	8650	100.00
Feb 06	8605	551.25	Feb 05	8651	100.00
Feb 09	8605	551.25	Feb 05	8652	80.00
Feb 06	8606	1,002.86	Feb 05	8653	120.00
Feb 06	8607	305.93	Feb 05	8654	100.00
Feb 09	8607	305.93	Feb 13	8655	100.00
Feb 05	8608	1,122.29	Feb 07	8656	220.00
Feb 05	8609	397.84	Feb 06	8657	80.00
Feb 09	8610	319.91	Feb 09	8657	80.00
Feb 05	8611	254.57	Feb 01	8658	162.02
Feb 05	8612	319.91	Feb 07	8659	24,142.17
Feb 06	8613	628.10	Feb 07	8660	110.45
Feb 06	8615 *	393.36	Feb 13	8661	348.94
Feb 05	8616	319.63	Feb 12	8662	374.19
Feb 05	8617	319.91	Feb 12	8663	267.24
Feb 06	8618	518.69	Feb 12	8664	72.00
Feb 06	8619	216.80	Feb 13	8665	139.40
Feb 06	8620	318.75	Feb 12	8666	576.00
Feb 12	8620	318.75	Feb 12	8667	313.84
Feb 05	8621	325.61	Feb 07	8668	3,400.00
Feb 06	8622	312.11	Feb 12	8671 *	417.30



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Date	Check No.	Amount	Date	Check No.	Amount
Feb 06	8673 *	50,000.00	Feb 09	8725	298.71
Feb 14	8674	267.62	Feb 13	8726	628.11
Feb 13	8675	215.99	Feb 13	8727	227.73
Feb 12	8676	280.76	Feb 13	8728	378.90
Feb 14	8677	742.78	Feb 09	8729	298.41
Feb 09	8678	1,133.24	Feb 09	8730	298.71
Feb 13	8679	145.44	Feb 13	8731	390.11
Feb 13	8680	292.51	Feb 13	8732	310.39
Feb 12	8681	548.09	Feb 13	8733	220.49
Feb 13	8682	258.51	Feb 13	8734	325.60
Feb 13	8683	149.42	Feb 13	8735	259.65
Feb 21	8684	250.07	Feb 13	8736	311.50
Feb 13	8685	240.98	Feb 14	8737	227.12
Feb 12	8686	904.58	Feb 13	8738	163.53
Feb 13	8687	77.57	Feb 13	8739	887.18
Feb 09	8688	272.83	Feb 13	8740	292.36
Feb 13	8689	586.87	Feb 14	8741	281.75
Feb 13	8690	145.44	Feb 13	8742	212.84
Feb 13	8691	255.35	Feb 12	8743	673.60
Feb 13	8692	250.33	Feb 13	8744	286.31
Feb 12	8693	526.04	Feb 12	8745	101.45
Feb 13	8694	395.21	Feb 13	8746	206.00
Feb 13	8695	444.47	Feb 13	8747	245.85
Feb 13	8696	319.03	Feb 12	8748	76.82
Feb 13	8697	247.01	Feb 13	8749	316.68
Feb 13	8698	463.36	Feb 12	8750	425.63
Feb 13	8699	275.75	Feb 12	8751	696.66
Feb 14	8700	774.81	Feb 13	8753 *	100.00
Feb 09	8701	299.29	Feb 13	8754	80.00
Feb 21	8702	248.99	Feb 13	8755	100.00
Feb 13	8703	91.43	Feb 12	8756	100.00
Feb 13	8704	303.27	Feb 13	8757	100.00
Feb 09	8705	510.22	Feb 13	8758	100.00
Feb 09	8706	299.29	Feb 13	8759	100.00
Feb 14	8707	300.09	Feb 13	8760	100.00
Feb 12	8708	517.58	Feb 13	8761	80.00
Feb 12	8709	136.54	Feb 13	8762	100.00
Feb 09	8710	302.48	Feb 13	8763	100.00
Feb 14	8711	252.38	Feb 13	8764	80.00
Feb 12	8712	243.70	Feb 14	8765	100.00
Feb 13	8713	292.51	Feb 13	8766	100.00
Feb 13	8716	706.01	Feb 13	8767	60.00
Feb 13	8717	393.69	Feb 12	8768	80.00
Feb 14	8718	551.25	Feb 09	8769	107.73
Feb 12	8719	1,002.87	Feb 12	8770	120.87
Feb 15	8720	305.91	Feb 14	8771	276.10
Feb 14	8721	1,122.29	Feb 21	8777 *	252.81
Feb 13	8722	397.84	Feb 12	8779 *	415.59
Feb 20	8723	298.71	Feb 26	8784 *	401.15
Feb 13	8724	254.58	Feb 09	8788 *	467.20



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Date	Check No.	Amount	Date	Check No.	Amount
Feb 12	8791 *	1,002.86	Feb 21	8864	303.22
Feb 13	8793 *	628.10	Feb 21	8865	507.14
Feb 15	8794	393.36	Feb 21	8866	282.70
Feb 13	8802 *	887.17	Feb 16	8867	822.63
Feb 12	8805 *	673.59	Feb 22	8868	774.80
Feb 16	8807 *	100.00	Feb 20	8869	467.52
Feb 12	8811 *	80.00	Feb 21	8870	388.65
Feb 21	8813 *	500.00	Feb 21	8871	293.52
Feb 09	8814	2,712.69	Feb 16	8872	703.41
Feb 12	8815	110,000.00	Feb 20	8873	467.52
Feb 13	8816	25,345.80	Feb 21	8874	224.43
Feb 14	8817	4,770.73	Feb 20	8875	362.43
Feb 14	8818	1,979.40	Feb 22	8876	592.50
Feb 15	8820 *	1,000.00	Feb 20	8877	331.01
Feb 16	8827 *	4,550.00	Feb 21	8878	482.16
Feb 21	8829 *	100.00	Feb 21	8881 *	331.31
Feb 21	8830	80.00	Feb 21	8882	706.01
Feb 21	8831	80.00	Feb 21	8883	323.50
Feb 22	8832	100.00	Feb 21	8884	683.60
Feb 21	8833	60.00	Feb 21	8885	1,002.86
Feb 21	8834	100.00	Feb 21	8886	378.85
Feb 21	8835	100.00	Feb 21	8887	612.93
Feb 21	8836	80.00	Feb 20	8888	630.58
Feb 21	8837	100.00	Feb 21	8889	372.59
Feb 21	8838	120.00	Feb 21	8890	343.53
Feb 16	8839	669.00	Feb 20	8891	466.94
Feb 13	8840	1,500.00	Feb 21	8892	628.10
Feb 22	8841	475.71	Feb 21	8893	508.95
Feb 21	8842	506.77	Feb 20	8894	270.15
Feb 20	8843	367.07	Feb 20	8895	466.94
Feb 22	8844	742.77	Feb 21	8896	529.15
Feb 20	8845	1,133.24	Feb 21	8897	430.71
Feb 21	8846	331.59	Feb 21	8898	392.01
Feb 21	8847	235.96	Feb 21	8899	522.25
Feb 21	8848	451.15	Feb 21	8900	375.78
Feb 21	8849	307.59	Feb 21	8901	319.40
Feb 23	8850	256.93	Feb 21	8902	267.79
Feb 21	8851	376.68	Feb 21	8903	363.68
Feb 20	8852	904.57	Feb 20	8904	887.18
Feb 21	8853	328.48	Feb 21	8905	403.43
Feb 20	8854	412.99	Feb 21	8906	341.87
Feb 27	8855	586.87	Feb 21	8907	348.09
Feb 21	8856	341.11	Feb 21	8908	673.59
Feb 21	8857	109.90	Feb 21	8909	253.07
Feb 23	8858	459.57	Feb 21	8910	328.47
Feb 21	8859	192.04	Feb 21	8911	340.17
Feb 20	8860	417.63	Feb 21	8912	436.78
Feb 20	8861	406.65	Feb 21	8913	284.82
Feb 21	8862	540.58	Feb 20	8914	548.09
Feb 21	8863	384.55	Feb 21	8916 *	50.00



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Date	Check No.	Amount	Date	Check No.	Amount
Feb 20	8917	120.00	Feb 23	8976	706.01
Feb 22	8918	100.00	Feb 27	8977	499.26
Feb 21	8919	100.00	Feb 26	8978	531.60
Feb 27	8920	80.00	Feb 26	8979	1,002.87
Feb 21	8921	100.00	Feb 27	8980	233.01
Feb 22	8922	1,130.00	Feb 26	8981	1,294.02
Feb 14	8926 *	40,000.00	Feb 26	8982	469.13
Feb 13	8927	530.96	Feb 27	8984 *	317.84
Feb 13	8928	470.79	Feb 26	8985	288.10
Feb 16	8929	8,583.13	Feb 27	8986	628.11
Feb 22	8932 *	13,775.00	Feb 27	8987	196.07
Feb 27	8933	249.00	Feb 27	8988	494.48
Feb 28	8934	330.51	Feb 26	8989	287.82
Feb 27	8935	255.49	Feb 26	8990	288.10
Feb 26	8936	217.81	Feb 27	8991	493.77
Feb 23	8938 *	1,133.22	Feb 27	8992	516.20
Feb 27	8939	309.11	Feb 27	8993	300.08
Feb 27	8940	292.52	Feb 23	8994	415.37
Feb 26	8941	548.09	Feb 27	8995	285.87
Feb 27	8942	335.57	Feb 27	8996	263.20
Feb 27	8943	168.85	Feb 27	8997	489.75
Feb 27	8944	236.23	Feb 27	8998	318.19
Feb 27	8945	35.70	Feb 27	8999	887.19
Feb 26	8946	904.58	Feb 27	9000	373.73
Feb 27	8947	306.00	Feb 27	9001	264.80
Feb 23	8948	493.01	Feb 27	9002	324.04
Feb 27	8949	586.87	Feb 27	9003	673.60
Feb 27	8950	297.66	Feb 27	9004	336.18
Feb 27	8951	129.29	Feb 27	9005	306.00
Feb 23	8952	246.92	Feb 27	9006	326.20
Feb 27	8953	282.71	Feb 27	9007	404.67
Feb 26	8954	563.05	Feb 27	9008	513.61
Feb 26	8955	503.73	Feb 27	9010 *	40.00
Feb 27	8956	565.72	Feb 23	9011	100.00
Feb 27	8957	401.67	Feb 27	9012	80.00
Feb 27	8958	280.73	Feb 27	9013	100.00
Feb 23	8959	563.62	Feb 27	9014	100.00
Feb 27	8960	271.45	Feb 27	9015	100.00
Feb 23	8961	427.36	Feb 27	9016	100.00
Feb 26	8962	774.81	Feb 27	9017	100.00
Feb 26	8963	288.68	Feb 23	9018	100.00
Feb 27	8964	326.04	Feb 25	9019	80.00
Feb 27	8965	293.52	Feb 26	9020	100.00
Feb 23	8966	587.49	Feb 26	9021	100.00
Feb 26	8967	218.50	Feb 23	9022	100.00
Feb 27	8968	283.64	Feb 27	9023	80.00
Feb 26	8969	87.79	Feb 27	9024	100.00
Feb 23	8971 *	288.22	Feb 23	9025	3,617.77
Feb 26	8972	543.68	Feb 22	9026	9,211.65
Feb 27	8975 *	336.15	Feb 27	9027	574.54



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Date	Check No.	Amount	Date	Check No.	Amount
Feb 26	9029 *	5,390.54	Feb 28	9048 *	556.78
Feb 22	9030	3,680.00	Feb 27	9049	27.00
Feb 26	9031	500.00	Feb 26	9050	227.78
Feb 28	9033 *	122.03	Feb 28	9054 *	402.12
Feb 28	9034	199.95	Feb 26	9055	283.54
Feb 28	9035	12,406.00	Feb 27	9056	3,924.74
Feb 23	9036	22.66	Feb 26	9057	127.35
Feb 26	9037	13.90	Feb 28	9058	15,045.91
Feb 26	9040 *	3,484.23	Feb 23	9059	40.89
Feb 27	9042 *	150.00	Feb 27	9060	4,886.95
Feb 23	9043	10.79	Feb 28	9061	36,412.00
Feb 26	9044	531.45	Feb 27	9064 *	75,000.00

* Indicates break in check sequence

Other Debits

Date	Amount	Description	
Feb 01	25,000.00	OUTGOING WIRE	WHITNEYWIR
		WNB WIRE	
Feb 05	248.00	OD SERVICE CHARGE	
Feb 06	310.00	OD SERVICE CHARGE	
Feb 06	8,890.72	DEBIT MEMO	
Feb 06	8,015.00	ACH DEBIT	
		FLEETCOR LOCKBOX	DEBITS
Feb 07	346.13	SERVICE CHARGE	ANALYSIS CHG
Feb 07	310.00	NSF SERVICE CHARGE	
Feb 08	8,890.72	DEBIT MEMO	
Feb 12	71,433.38	TRANSFER DEBIT	SWEET DEBIT
Feb 12	10,015.00	ACH DEBIT	
		FLEETCOR LOCKBOX	DEBITS
Feb 13	19,243.72	TRANSFER DEBIT	SWEET DEBIT
Feb 13	905.69	ACH DEBIT	
		MERCEDES	PAYMENT
Feb 13	841.84	ACH DEBIT	
		1-800-200-4622	TRUEPAY
Feb 13	756.91	ACH DEBIT	
		1-800-200-4622	TRUEPAY
Feb 13	717.88	ACH DEBIT	
		DCS TRUCK	PAYMENT
Feb 13	670.82	ACH DEBIT	
		1-800-200-4622	TRUEPAY
Feb 13	599.81	ACH DEBIT	
		1-800-200-4622	TRUEPAY
Feb 13	549.46	ACH DEBIT	
		1-800-200-4622	TRUEPAY
Feb 15	5,012.00	ACH DEBIT	DEBITS
Feb 15	500.00	FLEETCOR LOCKBOX	
		ACH DEBIT	ONLINE PMT
		OFFICE DEPOT	



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Date	Amount	Description	DEBITS
Feb 22	310.00	OD SERVICE CHARGE	
Feb 23	279.00	OD SERVICE CHARGE	
Feb 23	8,015.00	ACH DEBIT	
		FLEETCOR LOCKBOX	
Feb 26	3,000.00	TRANSFER DEBIT	001459 02/26
Feb 26	1,000.00	TO CC -XXXXXXX4545 WE1459	001141 02/26
Feb 26	1,000.00	TRANSFER DEBIT	001332 02/26
Feb 26	1,000.00	TO CC -XXXXXXX2957 WE1141	001214 02/26
Feb 26	1,000.00	TRANSFER DEBIT	000943 02/26
Feb 26	1,000.00	TO CC -XXXXXXX6414 WE0943	000759 02/26
Feb 26	1,000.00	TRANSFER DEBIT	001409 02/26
Feb 26	1,000.00	TO CC -XXXXXXX5919 WE1214	000716 02/26
Feb 26	1,000.00	TRANSFER DEBIT	000759 02/26
Feb 26	1,000.00	TO CC -XXXXXXX9504 WE0716	001258 02/26
Feb 26	1,000.00	TRANSFER DEBIT	001057 02/26
Feb 26	1,000.00	TO CC -XXXXXXX9520 WE0759	001019 02/26
Feb 26	750.00	TRANSFER DEBIT	000852 02/26
Feb 26	500.00	TO CC -XXXXXXX5927 WE1258	000852 02/26
Feb 26	500.00	TRANSFER DEBIT	001258 02/26
Feb 26	400.00	TO CC -XXXXXXX4780 WE1057	001019 02/26
Feb 26	253,113.94	TRANSFER DEBIT	001019 02/26
Feb 27	25,000.00	OUTGOING WIRE	SWEEP DEBIT
		WNB WIRE	WHITNEYWIR
Feb 27	8,352.44	DEBIT MEMO	
Feb 27	4,492.60	ACH DEBIT	LEASE/RENT
Feb 27	4,078.27	VTFNA, INC	LEASE/RENT
Feb 27	2,045.97	ACH DEBIT	LEASE/RENT
Feb 28	11,626.53	VTFNA, INC	CITICAPITAL
		ACH DEBIT	SMARTPAY



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Balance
Summary

Date	Balance	Date	Balance
Jan 31	41,814.56-	Feb 09	205,681.53
Feb 01	39,442.94-	Feb 12	69,389.96
Feb 02	41,536.00-	Feb 13	500.00
Feb 05	32,081.38-	Feb 21	14,445.89-
Feb 06	114,179.41-	Feb 22	17,338.32-
Feb 07	12,917.13	Feb 23	285,736.24
Feb 08	202.10	Feb 26	500.00



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BUSINESS CHECKING
720-491-673 HIGHWAY SOLUTIONS LLC.

BALANCE LAST STATEMENT	DEPOSITS & CREDITS NO.	TOTAL AMOUNT	CHECKS & DEBITS NO.	TOTAL AMOUNT	BALANCE THIS STATEMENT
500.00	139	459,562.28	367	610,877.51	150,815.23-

Credits

Date	Amount	Description
Mar 01	107,424.79	CREDIT MEMO
Mar 06	80,000.00	RETURNED CHECK 0000009165
Mar 07	402.21	RETURNED CHECK 0000009123
Mar 07	388.16	RETURNED CHECK 0000009127
Mar 07	374.83	RETURNED CHECK 0000009122
Mar 07	371.69	RETURNED CHECK 0000009091
Mar 07	354.97	RETURNED CHECK 0000009070
Mar 07	353.65	RETURNED CHECK 0000009080
Mar 07	352.56	RETURNED CHECK 0000009135
Mar 07	349.55	RETURNED CHECK 0000009075
Mar 07	345.85	RETURNED CHECK 0000009086
Mar 07	336.09	RETURNED CHECK 0000009133
Mar 07	333.61	RETURNED CHECK 0000009079
Mar 07	329.85	RETURNED CHECK 0000009132
Mar 07	329.74	RETURNED CHECK 0000009085
Mar 07	326.39	RETURNED CHECK 0000009115
Mar 07	320.37	RETURNED CHECK 0000009074
Mar 07	317.25	RETURNED CHECK 0000009082
Mar 07	317.25	RETURNED CHECK 0000009136
Mar 07	302.81	RETURNED CHECK 0000009113
Mar 07	300.86	RETURNED CHECK 0000009126
Mar 07	291.98	RETURNED CHECK 0000009092
Mar 07	290.69	RETURNED CHECK 0000009124
Mar 07	274.56	RETURNED CHECK 0000009077
Mar 07	273.12	RETURNED CHECK 0000009106
Mar 07	265.05	RETURNED CHECK 0000009094
Mar 07	265.04	RETURNED CHECK 0000009097
Mar 07	248.45	RETURNED CHECK 0000009129
Mar 07	233.43	RETURNED CHECK 0000009138
Mar 07	216.37	RETURNED CHECK 0000009137
Mar 07	215.34	RETURNED CHECK 0000009131
Mar 07	169.04	RETURNED CHECK 0000009101
Mar 07	149.78	RETURNED CHECK 0000009118
Mar 07	146.70	RETURNED CHECK 0000009087
Mar 07	115.36	RETURNED CHECK 0000009076
Mar 07	100.00	RETURNED CHECK 0000009141

AUG. 20, 2007 12:40PM

WHITNEY BANK



NU. 4148 R. 20

STATEMENT PERIOD

Mar 01, 2007 TO
Mar 31, 2007

214 32
HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

833 E 0

WHITNEY.

REDACTED

Page 2 of 8

Date	Amount	Description	
Mar 07	100.00	RETURNED CHECK	0000009155
Mar 07	100.00	RETURNED CHECK	0000009146
Mar 07	80.00	RETURNED CHECK	0000009144
Mar 07	80.00	RETURNED CHECK	0000009148
Mar 07	80.00	RETURNED CHECK	0000009147
Mar 07	80.00	RETURNED CHECK	0000009154
Mar 07	80.00	RETURNED CHECK	0000009143
Mar 07	67.00	RETURNED CHECK	0000009157
Mar 07	60.00	RETURNED CHECK	0000009151
Mar 07	30.00	RESEARCH ADJUSTMENT CR 0901-07MAR07 RES	/ADJ DEPT
Mar 12	150,000.00	REGULAR DEPOSIT	
Mar 12	80,000.00	RETURNED CHECK	0000009271
Mar 12	1,133.24	RETURNED CHECK	0000009181
Mar 12	576.00	RETURNED CHECK	0000009173
Mar 12	313.84	RETURNED CHECK	0000009175
Mar 12	222.22	RETURNED CHECK	0000009191
Mar 19	670.00	RETURNED CHECK	0000009273
	NSF		
Mar 19	80.00	RETURNED CHECK	0000008931
	NSF		
Mar 19	19.98	RETURNED CHECK	0000009275
	NSF		
Mar 20	887.18	RETURNED CHECK	0000009337
Mar 20	673.59	RETURNED CHECK	0000009341
Mar 20	538.26	RETURNED CHECK	0000009300
Mar 20	505.59	RETURNED CHECK	0000009304
Mar 20	490.88	RETURNED CHECK	0000009296
Mar 20	431.67	RETURNED CHECK	0000009348
Mar 20	414.34	RETURNED CHECK	0000009343
Mar 20	378.83	RETURNED CHECK	0000009318
Mar 20	372.07	RETURNED CHECK	0000009310
Mar 20	277.07	RETURNED CHECK	0000009308
Mar 20	100.00	RETURNED CHECK	0000008670
Mar 20	100.00	RETURNED CHECK	0000009365
Mar 20	100.00	RETURNED CHECK	0000009366
Mar 20	100.00	RETURNED CHECK	0000009359
Mar 21	1,002.86	RETURNED CHECK	0000009317
Mar 21	628.10	RETURNED CHECK	0000009324
Mar 21	622.32	RETURNED CHECK	0000009297
Mar 21	612.39	RETURNED CHECK	0000009295
Mar 21	586.87	RETURNED CHECK	0000009192
Mar 21	586.87	RETURNED CHECK	0000009291
Mar 21	574.16	RETURNED CHECK	0000009345
Mar 21	547.49	RETURNED CHECK	0000009326
Mar 21	546.82	RETURNED CHECK	0000009329
Mar 21	537.56	RETURNED CHECK	0000009320
Mar 21	453.01	RETURNED CHECK	0000009347
Mar 21	440.20	RETURNED CHECK	0000009298
Mar 21	434.15	RETURNED CHECK	0000009309

AUG. 25, 2007 12:42PM

WHITNEY BANK

NU. 4/48 P. 21



STATEMENT PERIOD

Mar 01, 2007 TO
Mar 31, 2007

214 32
HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

833 E 0

[REDACTED]
Page 3 of 8**REDACTED**

Date	Amount	Description	
Mar 21	422.21	RETURNED CHECK	0000009315
Mar 21	410.02	RETURNED CHECK	0000009346
Mar 21	393.11	RETURNED CHECK	0000009339
Mar 21	389.15	RETURNED CHECK	0000009302
Mar 21	379.80	RETURNED CHECK	0000009293
Mar 21	377.33	RETURNED CHECK	0000009336
Mar 21	373.19	RETURNED CHECK	0000009303
Mar 21	372.61	RETURNED CHECK	0000009323
Mar 21	372.32	RETURNED CHECK	0000009279
Mar 21	352.34	RETURNED CHECK	0000009286
Mar 21	348.60	RETURNED CHECK	0000009292
Mar 21	341.87	RETURNED CHECK	0000009331
Mar 21	339.07	RETURNED CHECK	0000009282
Mar 21	335.97	RETURNED CHECK	0000009289
Mar 21	335.97	RETURNED CHECK	0000009344
Mar 21	335.96	RETURNED CHECK	0000009299
Mar 21	330.83	RETURNED CHECK	0000009333
Mar 21	329.68	RETURNED CHECK	0000009330
Mar 21	321.61	RETURNED CHECK	0000009313
Mar 21	320.05	RETURNED CHECK	0000009340
Mar 21	309.39	RETURNED CHECK	0000009338
Mar 21	302.14	RETURNED CHECK	0000009294
Mar 21	293.52	RETURNED CHECK	0000009305
Mar 21	270.13	RETURNED CHECK	0000009285
Mar 21	269.48	RETURNED CHECK	0000009287
Mar 21	246.72	RETURNED CHECK	0000009278
Mar 21	240.14	RETURNED CHECK	0000009342
Mar 21	197.98	RETURNED CHECK	0000009322
Mar 21	193.93	RETURNED CHECK	0000009283
Mar 21	151.92	RETURNED CHECK	0000009362
Mar 21	100.00	RETURNED CHECK	0000009254
Mar 21	100.00	RETURNED CHECK	0000009367
Mar 21	100.00	RETURNED CHECK	0000009364
Mar 21	100.00	RETURNED CHECK	0000009356
Mar 21	100.00	RETURNED CHECK	0000009360
Mar 21	100.00	RETURNED CHECK	0000009354
Mar 21	80.00	RETURNED CHECK	0000009353
Mar 21	80.00	RETURNED CHECK	0000009350
Mar 21	80.00	RETURNED CHECK	0000009351
Mar 21	60.00	RETURNED CHECK	0000009357
Mar 21	60.00	RETURNED CHECK	0000009355
Mar 22	774.80	RETURNED CHECK	0000009301
Mar 22	577.02	RETURNED CHECK	0000009316
Mar 22	440.07	RETURNED CHECK	0000009332
Mar 22	373.19	RETURNED CHECK	0000009307
Mar 22	100.00	RETURNED CHECK	0000009352
Mar 22	95.77	RETURNED CHECK	0000009334
Mar 23	378.83	RETURNED CHECK	0000009318
Mar 23	372.61	RETURNED CHECK	0000009321
Mar 23	372.61	RETURNED CHECK	0000009328

AUG. 23. 2007 12:46PM

WITNEY BANK

NO. 4/48 P. 22



214 32
HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

833 E 0

STATEMENT PERIOD

Mar 01, 2007 TO
Mar 31, 2007**REDACTED**

Page 4 of 8

Date	Amount	Description	
Mar 23	372.32	RETURNED CHECK	0000009327
Mar 23	372.07	RETURNED CHECK	0000009310
Mar 23	277.07	RETURNED CHECK	0000009308
Mar 23	100.00	RETURNED CHECK	0000009370
Mar 23	100.00	RETURNED CHECK	0000009365
Mar 23	20.00	RETURNED CHECK	0000009358
Mar 30	316.93	RETURNED CHECK	0000009335

Checks Paid

Date	Check No.	Amount	Date	Check No.	Amount
Mar 01	7914	500.00	Mar 06	9079	333.61
Mar 01	7988 *	500.00	Mar 07	9079	333.61
Mar 01	8076 *	500.00	Mar 06	9080	353.65
Mar 01	8358 *	499.99	Mar 07	9080	353.65
Mar 19	8670 *	100.00	Mar 05	9081	904.58
Mar 22	8670	100.00	Mar 06	9082	317.25
Mar 16	8931 *	80.00	Mar 07	9082	317.25
Mar 01	8937 *	742.78	Mar 02	9083	431.44
Mar 01	8970 *	56.24	Mar 06	9084	586.87
Mar 05	8983 *	288.10	Mar 06	9085	329.74
Mar 05	9032 *	82.00	Mar 07	9085	329.74
Mar 01	9038 *	98.00	Mar 06	9086	345.85
Mar 07	9039	409.37	Mar 07	9086	345.85
Mar 01	9041 *	649.18	Mar 06	9087	146.70
Mar 01	9045 *	117.50	Mar 07	9087	146.70
Mar 02	9046	298.20	Mar 02	9088	544.55
Mar 14	9047	475.00	Mar 06	9089	529.41
Mar 01	9051 *	373.68	Mar 06	9090	559.44
Mar 01	9052	389.95	Mar 06	9091	371.69
Mar 01	9053	1,448.41	Mar 07	9091	371.69
Mar 01	9062 *	22,800.79	Mar 06	9092	291.98
Mar 01	9063	30,000.00	Mar 07	9092	291.98
Mar 12	9066 *	980.00	Mar 01	9093	402.84
Mar 01	9067	736.97	Mar 06	9094	265.05
Mar 07	9069 *	292.81	Mar 07	9094	265.05
Mar 06	9070	354.97	Mar 07	9095	774.80
Mar 07	9070	354.97	Mar 02	9096	263.95
Mar 02	9071	263.08	Mar 06	9097	265.04
Mar 08	9072	742.77	Mar 07	9097	265.04
Mar 02	9073	1,133.24	Mar 07	9098	308.14
Mar 06	9074	320.37	Mar 02	9099	639.00
Mar 07	9074	320.37	Mar 02	9100	263.93
Mar 06	9075	349.55	Mar 06	9101	169.04
Mar 07	9075	349.55	Mar 07	9101	169.04
Mar 05	9076	548.09	Mar 02	9102	330.99
Mar 06	9077	274.56	Mar 12	9103	378.24
Mar 07	9077	274.56	Mar 06	9106 *	273.12
Mar 06	9078	115.36	Mar 07	9106	273.12
Mar 07	9078	115.36	Mar 01	9107	706.01

AUG. 25, 2007 12:46PM

WHITNEY BANK



NO. 4148 P. 23

STATEMENT PERIOD

Mar 01, 2007 TO
Mar 31, 2007

214 32
HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

833 E 0

WHITNEY.

REDACTED

Page 5 of 8

Date	Check No.	Amount	Date	Check No.	Amount
Mar 06	9108	409.37	Mar 01	9142	40.00
Mar 02	9109	311.94	Mar 06	9143	80.00
Mar 06	9110	1,002.86	Mar 07	9143	80.00
Mar 05	9111	300.70	Mar 06	9144	80.00
Mar 02	9112	1,274.93	Mar 07	9144	80.00
Mar 06	9113	302.81	Mar 06	9145	100.00
Mar 07	9113	302.81	Mar 06	9146	100.00
Mar 02	9114	314.61	Mar 07	9146	100.00
Mar 06	9115	326.39	Mar 06	9147	80.00
Mar 07	9115	326.39	Mar 07	9147	80.00
Mar 02	9116	263.35	Mar 06	9148	80.00
Mar 06	9117	628.10	Mar 07	9148	80.00
Mar 06	9118	149.78	Mar 02	9149	60.00
Mar 07	9118	149.78	Mar 08	9150	100.00
Mar 06	9119	522.65	Mar 06	9151	60.00
Mar 02	9120	263.09	Mar 07	9151	60.00
Mar 02	9121	263.35	Mar 07	9152	100.00
Mar 06	9122	374.83	Mar 01	9153	60.00
Mar 07	9122	374.83	Mar 06	9154	80.00
Mar 06	9123	402.21	Mar 07	9154	80.00
Mar 07	9123	402.21	Mar 06	9155	100.00
Mar 06	9124	290.69	Mar 07	9155	100.00
Mar 07	9124	290.69	Mar 02	9156	40.00
Mar 02	9125	374.28	Mar 06	9157	67.00
Mar 06	9126	300.86	Mar 07	9157	67.00
Mar 07	9126	300.86	Mar 01	9159 *	2,436.00
Mar 06	9127	388.16	Mar 02	9160	10,410.65
Mar 07	9127	388.16	Mar 02	9161	48.90
Mar 06	9128	403.36	Mar 05	9165 *	80,000.00
Mar 06	9129	248.45	Mar 12	9166	313.88
Mar 07	9129	248.45	Mar 12	9167	192.00
Mar 05	9130	887.17	Mar 12	9168	498.92
Mar 06	9131	215.34	Mar 12	9169	267.24
Mar 07	9131	215.34	Mar 12	9170	139.40
Mar 06	9132	329.85	Mar 12	9171	25.00
Mar 07	9132	329.85	Mar 15	9172	51.51
Mar 06	9133	336.09	Mar 09	9173	576.00
Mar 07	9133	336.09	Mar 12	9173	576.00
Mar 06	9134	673.59	Mar 14	9174	37.50
Mar 06	9135	352.56	Mar 09	9175	313.84
Mar 07	9135	352.56	Mar 12	9175	313.84
Mar 06	9136	317.25	Mar 12	9176	2,650.22
Mar 07	9136	317.25	Mar 13	9178 *	445.22
Mar 06	9137	216.37	Mar 14	9179	280.75
Mar 07	9137	216.37	Mar 14	9179	280.75
Mar 06	9138	233.43	Mar 09	9180	742.78
Mar 07	9138	233.43	Mar 15	9181	1,133.24
Mar 06	9139	527.78	Mar 13	9182	297.88
Mar 06	9141 *	100.00	Mar 13	9183	268.28
Mar 07	9141	100.00	Mar 12	9184	548.09

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WHITNEY BANK

NU. 4/48 P. 24



214 32
HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

833 E 0

STATEMENT PERIOD

Mar 01, 2007 TO
Mar 31, 2007**REDACTED**

Page 6 of 8

Date	Check No.	Amount	Date	Check No.	Amount
Mar 13	9185	359.63	Mar 13	9237	393.25
Mar 13	9186	281.38	Mar 13	9238	383.00
Mar 13	9187	309.68	Mar 13	9239	318.20
Mar 13	9188	269.24	Mar 14	9240	887.18
Mar 14	9189	904.58	Mar 13	9241	368.77
Mar 13	9190	287.27	Mar 13	9242	305.79
Mar 09	9191	222.22	Mar 13	9243	312.03
Mar 20	9192	586.87	Mar 13	9244	673.60
Mar 13	9193	256.92	Mar 13	9245	214.27
Mar 13	9194	321.61	Mar 12	9246	457.91
Mar 13	9195	334.53	Mar 13	9247	192.21
Mar 14	9196	501.38	Mar 13	9248	616.53
Mar 12	9197	490.88	Mar 13	9249	404.67
Mar 13	9198	457.94	Mar 13	9250	376.72
Mar 13	9199	346.01	Mar 12	9251	313.80
Mar 13	9200	269.49	Mar 13	9253 *	60.00
Mar 12	9201	465.95	Mar 20	9254	100.00
Mar 12	9202	255.40	Mar 13	9255	80.00
Mar 12	9203	774.81	Mar 12	9256	100.00
Mar 13	9204	277.41	Mar 13	9257	80.00
Mar 15	9205	281.60	Mar 13	9258	120.00
Mar 13	9206	379.01	Mar 13	9259	60.00
Mar 13	9207	338.22	Mar 13	9260	100.00
Mar 13	9208	298.41	Mar 13	9261	80.00
Mar 12	9209	671.20	Mar 15	9262	100.00
Mar 15	9210	281.62	Mar 13	9263	165.60
Mar 12	9211	154.91	Mar 13	9264	80.00
Mar 12	9212	240.71	Mar 12	9265	80.00
Mar 13	9213	372.07	Mar 13	9266	80.00
Mar 13	9216 *	197.17	Mar 13	9267	80.00
Mar 13	9217	706.01	Mar 13	9268	100.00
Mar 13	9218	366.55	Mar 14	9269	4,550.00
Mar 14	9219	318.50	Mar 12	9270	82.04
Mar 13	9220	1,002.87	Mar 09	9271	80,000.00
Mar 12	9221	51.59	Mar 12	9271	80,000.00
Mar 12	9222	1,179.53	Mar 15	9272	3,394.49
Mar 13	9223	574.78	Mar 16	9273	670.00
Mar 13	9224	281.03	Mar 12	9274	206.81
Mar 13	9225	183.69	Mar 16	9275	19.98
Mar 13	9226	281.04	Mar 20	9278 *	246.72
Mar 14	9227	628.11	Mar 20	9279	372.32
Mar 14	9228	182.91	Mar 20	9282 *	339.07
Mar 13	9229	451.17	Mar 20	9283	193.93
Mar 14	9230	280.74	Mar 20	9285 *	270.13
Mar 13	9231	281.04	Mar 20	9286	352.34
Mar 13	9232	487.47	Mar 20	9287	269.46
Mar 13	9233	386.68	Mar 19	9288	904.58
Mar 13	9234	220.51	Mar 20	9289	335.97
Mar 14	9235	282.91	Mar 16	9290	394.54
Mar 13	9236	289.63	Mar 20	9291	586.87

AUG. 23. 2007 12:40PM

WHITNEY BANK



NO. 4/48 F. 25

STATEMENT PERIOD

Mar 01, 2007 TO
Mar 31, 2007

214 32
 HIGHWAY SOLUTIONS LLC.
 P O BOX 210445
 MONTGOMERY, AL 36121-0445

833 E 0

WHITNEY.

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Page 7 of 8

Date	Check No.	Amount	Date	Check No.	Amount
Mar 20	9292	348.60	Mar 20	9330	329.68
Mar 20	9293	379.80	Mar 20	9331	341.87
Mar 20	9294	302.14	Mar 21	9332	440.07
Mar 20	9295	612.39	Mar 20	9333	330.83
Mar 19	9296	490.88	Mar 21	9334	95.77
Mar 20	9297	622.32	Mar 29	9335	316.93
Mar 20	9298	440.20	Mar 20	9336	377.33
Mar 20	9299	335.96	Mar 19	9337	887.18
Mar 19	9300	538.26	Mar 20	9338	309.39
Mar 21	9301	774.80	Mar 20	9339	393.11
Mar 20	9302	389.15	Mar 20	9340	320.05
Mar 20	9303	373.19	Mar 19	9341	673.59
Mar 19	9304	505.59	Mar 20	9342	240.14
Mar 20	9305	293.52	Mar 19	9343	414.34
Mar 21	9307 *	373.19	Mar 20	9344	335.97
Mar 19	9308	277.07	Mar 20	9345	574.16
Mar 22	9308	277.07	Mar 20	9346	410.02
Mar 20	9309	434.15	Mar 20	9347	453.01
Mar 19	9310	372.07	Mar 19	9348	431.67
Mar 22	9310	372.07	Mar 20	9350 *	80.00
Mar 20	9313 *	321.61	Mar 20	9351	80.00
Mar 16	9314	706.01	Mar 21	9352	100.00
Mar 20	9315	422.21	Mar 20	9353	80.00
Mar 21	9316	577.02	Mar 20	9354	100.00
Mar 20	9317	1,002.86	Mar 20	9355	60.00
Mar 19	9318	378.83	Mar 20	9356	100.00
Mar 22	9318	378.83	Mar 20	9357	60.00
Mar 20	9320 *	537.56	Mar 22	9358	20.00
Mar 22	9321	372.61	Mar 19	9359	100.00
Mar 20	9322	197.98	Mar 20	9360	100.00
Mar 20	9323	372.61	Mar 20	9362 *	151.92
Mar 20	9324	628.10	Mar 20	9364 *	100.00
Mar 20	9326 *	547.49	Mar 19	9365	100.00
Mar 22	9327	372.32	Mar 22	9365	100.00
Mar 22	9328	372.61	Mar 19	9366	100.00
Mar 20	9329	546.82	Mar 20	9367	100.00

* Indicates break in check sequence

Other Debits

Date	Amount	Description	
Mar 01	8,015.00	ACH DEBIT	DEBITS
		FLEETCOR LOCKBOX	
Mar 02	6,863.97	ACH DEBIT	PAYMENT
		CATERPILLAR	
Mar 02	3,195.64	ACH DEBIT	PAYMENT
		CATERPILLAR	
Mar 06	31.00	NSF SERVICE CHARGE	
Mar 07	420.25	SERVICE CHARGE	ANALYSIS CHG

AUG. 23, 2007 12:46PM WHITNEY BANK

NO. 4/48 P. 26



STATEMENT PERIOD

Mar 01, 2007 TO
Mar 31, 2007

214 32
HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

833 E 0

REDACTED[REDACTED]
Page 8 of 8

Date	Amount	Description	
Mar 07	310.00	OD SERVICE CHARGE	
Mar 08	310.00	OD SERVICE CHARGE	
Mar 09	62.00	OD SERVICE CHARGE	
Mar 12	93.00	OD SERVICE CHARGE	
Mar 12	62.00	NSF SERVICE CHARGE	
Mar 13	8,015.00	ACH DEBIT	
		FLEETCOR LOCKBOX	DEBITS
Mar 20	310.00	NSF SERVICE CHARGE	
Mar 21	310.00	NSF SERVICE CHARGE	
Mar 22	186.00	NSF SERVICE CHARGE	
Mar 23	279.00	NSF SERVICE CHARGE	
Mar 29	150,000.00	DEPOSITED ITEM RETURN	
Mar 30	31.00	NSF SERVICE CHARGE	

Daily
Balance
Summary

Date	Balance	Date	Balance
Feb 28	500.00	Mar 14	7,548.36
Mar 01	36,851.45	Mar 15	2,305.90
Mar 02	8,998.36	Mar 16	435.37
Mar 05	74,012.28-	Mar 19	5,068.71-
Mar 06	10,476.31-	Mar 20	18,199.07-
Mar 07	13,061.68-	Mar 21	2,680.08-
Mar 08	14,214.45-	Mar 22	2,870.74-
Mar 09	96,521.75-	Mar 23	784.23-
Mar 12	43,160.18	Mar 29	151,101.16-
Mar 13	17,620.70	Mar 30	150,815.23-



WHITNEY.

STATEMENT PERIOD

Apr 01, 2007 TO
Apr 30, 2007

0 06
HIGHWAY SOLUTIONS LLC.
P O BOX 210445
MONTGOMERY, AL 36121-0445

833 E 0

[REDACTED]
Page 1 of 1**REDACTED****BUSINESS CHECKING**

[REDACTED] HIGHWAY SOLUTIONS LLC.

BALANCE LAST STATEMENT	DEPOSITS & CREDITS NO. 2	TOTAL AMOUNT 150,815.23	CHECKS & DEBITS NO. 0	TOTAL AMOUNT .00	BALANCE THIS STATEMENT .00
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Credits

Date	Amount	Description	
Apr 17	383.84	RESEARCH ADJUSTMENT CR 0202-17APR07 RES	/ADJ DEPT
Apr 24	150,431.39	CREDIT MEMO	

**Daily
Balance
Summary**

Date	Balance	Date	Balance
Mar 31	150,815.23-	Apr 24	.00
Apr 17	150,431.39-		

EXHIBIT “6”



ECC

REDACTED

RC#849

PROMISSORY NOTE

1848

001/990

Borrower: HIGHWAY SOLUTIONS, LLC. (TIN: [REDACTED])
579 D OLIVER ROAD
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$22,166.12

Initial Rate: 5.250%

Date of Note: January 19, 2005

PROMISE TO PAY. HIGHWAY SOLUTIONS, LLC. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-two Thousand One Hundred Sixty-six & 12/100 Dollars (\$22,166.12), together with interest on the unpaid principal balance from January 19, 2005, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 56 payments of \$421.68 each payment and an irregular last payment estimated at \$421.68. Borrower's first payment is due February 19, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on January 19, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 6.250% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Index, resulting in an initial rate of 5.250% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) Increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) Increase Borrower's payments to cover accruing interest, (C) Increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 2788, MOBILE, AL 36601.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the variable interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantee of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

PROMISSORY NOTE
(Continued)

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RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a Commercial Security Agreement of even date.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall fructe to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

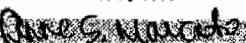
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

By:  (Seal)
 ANNE S. MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC.



COMMERCIAL SECURITY AGREEMENT

REDACTED

Grantor: HIGHWAY SOLUTIONS, L.L.C. (TIN: XXXXXXXXXX)
579 D OLIVER ROAD
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

THIS COMMERCIAL SECURITY AGREEMENT dated January 19, 2005, is made and executed between HIGHWAY SOLUTIONS, L.L.C. ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

2000 FREIGHTLINER FL70 (VIN 1FV8HJBA1YHG63600)

In addition, the word "Collateral" also includes all the following:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice or the right to cancel under Truth in Lending for the indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except for vehicles, and except otherwise in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. If the Collateral is a vehicle, Grantor will keep the Collateral at those addresses except for routine travel. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Alabama, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services

COMMERCIAL SECURITY AGREEMENT
(Continued)

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rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

COMMERCIAL SECURITY AGREEMENT
(Continued)

Page 3

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Inolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification or sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds or deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the

COMMERCIAL SECURITY AGREEMENT
(Continued)

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consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, L.L.C. and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 6901, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-493 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, L.L.C..

Guaranty. The word "Guaranty" means the guaranty from grantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, L.L.C. in the principal amount of \$22,165.12 dated January 19, 2005, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 19, 2005.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

HIGHWAY SOLUTIONS, L.L.C.

By: 
 ANNIE S. MARCATO, Manager of HIGHWAY
 SOLUTIONS, L.L.C.

COMMERCIAL SECURITY AGREEMENT
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LENDER:

WHITNEY NATIONAL BANK

X

Authorized Signer

Lender PRO Lending, Ver. 1.05.00.005. Copy: Harland Financial Solutions, Inc. 1987-2005. All Rights Reserved. - AL 3700KLUQJED FO TR-221111 PR-104

STATE OF ALABAMA
DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE FOR A VEHICLE

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	TRANS. CODE	DATE ISSUED
33804833	1FV6HJBA1YHG63600	03	02/23/2005
VR. MODEL	MAKE	VR. MODEL	BODY TYPE
2000	FRHT	FL70	TR. 27108600
CYL. SIZE	RED	PURCHASE DATE	ODOMETER
06	XX	12/17/2004	EXEMPT
OWNER AND MAILING ADDRESS OF OWNER(S)			
HIGHWAY SOLUTIONS LLC P.O. BOX 210445 MONTGOMERY AL 36121			
HIGHWAY SOLUTIONS LLC 579 D OLIVER RD MONTGOMERY AL 36137			
1ST LIENHOLDER'S NAME ADDRESS AND LIEN DATE			
WHITNEY NATIONAL BANK P.O. BOX 230714 MONTGOMERY AL 36123			
2ND LIENHOLDER'S NAME ADDRESS AND LIEN DATE			
This certificate serves as an official document of the Department of Revenue and prima facie evidence that an application for certificate of title has been filed for the vehicle described herein, pursuant to the provisions of the Alabama Motor Vehicle Title Law. This certificate is issued to the person or persons hereinabove duly recognized as the lawful owner(s) of the vehicle as indicated. Further, the said vehicle is subject to all liens, taxes, fees, and other encumbrances, if any, that said described vehicle may be subject to at the owner's risk and is given by the State of Alabama to the holder of the title, and is valid only so long as the title is held by the State of Alabama. This certificate is issued under the laws of the State of Alabama, and is not subject to the laws of any other state or political subdivision of the United States or other encumbrances not required to be filed with this Department.			
COMMISSIONER OF REVENUE			
KEEP IN A SAFE PLACE ANY ALTERATION OR ERASURE VOIDS THIS TITLE			

EXHIBIT “7”



If you have any questions please visit any Whitney National Bank or call 1-800-328-3501 or (504) 638-6335 in New Orleans.

~~REDACTED~~

7654

BUSINESS CARD APPLICATION

A. COMPANY INFORMATION (Please Print or Type)

Company's Legal Registered Name Highway Solutions LLC		Doing Business As		Tax ID Number	
Business Name (as it should appear on card(s)—maximum characters 24—including spaces or punctuation)					
Business Street Address 579 D Oliver Road		City Montgomery		State AL	Zip 36121
Mailing Address (if different from street address) P.O. Box 210445		City Montgomery		State AL	Zip 36121
Business Phone (334) 279-8267	Fax Number (334) 279-9457	Nature of Business Highway Construction			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company		<input type="checkbox"/> Non-Profit <input type="checkbox"/> Other (please describe)			
Gross Annual Revenue \$993 m. (1st q mts '04)		Company Credit Limit Requested \$ 40,000.00			
Person to Contact: ANNE Marcato		Billing Type: <input type="checkbox"/> Corporate <input checked="" type="checkbox"/> Individual		If Billing Type is left blank, individual billing will be ordered.	

Please provide a business financial statement for the most recent fiscal year

Has the Applicant/Company or any partner or principal ever declared bankruptcy? Yes No If Yes, please explain:

How long have you owned or operated this business? _____ years If you are taking over an existing business, how long has it been in operation? _____ years

B. OWNER INFORMATION

Name of Owner / Partner / Principal ANNE Marcato	Title President		
Home Address	City	State	Zip
E-mail Address	Home Telephone ()	Work Telephone ()	Social Security Number
Name of Owner / Partner / Principal	Title		
Home Address	City	State	Zip
E-mail Address	Home Telephone ()	Work Telephone ()	Social Security Number
			Date of Birth

C. EMPLOYEE CARDHOLDERS

Corporate Account # (Bank Use Only):

If PIN request is left blank, a PIN will not be ordered

Authorized Cardholders	Title / Position	PIN Issued	Credit Limit
ANNE Marcato 179504	PRESIDENT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 10,000.00
RICHARD A. BROWN 179512		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 10,000.00
JOHN W. HAM 179520		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 6,000.00
THOMAS CATTRETT 179538		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 2,000.00
LARRY R. PEACOCK 179546 4802 3900 0017 9371		<i>linked mail</i>	\$ 2,000.00

Attach additional signs if necessary

Completed on reverse side

VISA BUSINESS CARD APPLICATION continued from reverse side

D. CONTINUING GUARANTY

In consideration of Whitney National Bank, New Orleans, Louisiana, ("Bank") at my request arranging for the extension of credit and making cash advances on a VISA Business Card issued to me ("Debtor"), I (we) hereby give this Continuing Guarantee to the said Bank, its transferees, or assigns, for the payment in full, together with all interest, attorney's fees, and all other fees and charges of whatsoever nature and kind, of any indebtedness, direct or contingent, of Debtor to Bank on Debtor's VISA Business Card whether due or to become due, now existing or hereafter arising. To secure this Guarantee, I (we) grant the Bank a continuing security interest in all my (our) money and other property that is now or hereafter on deposit with, in the possession of, under the control of or held by Bank (except IRA, pension and other tax-deferred retirement accounts). The security interest granted herein is consensual and in addition to Bank's right of set off. It is further understood that I (we) are jointly and severally liable for all indebtedness as described. If this Guarantee is exercised by more than one Guarantor, each shall be jointly and severally liable with each other Guarantor for all guaranteed indebtedness. I (we) do further waive all notice and agree to pay upon demand at any time to said Bank, its transferees or assigns, any indebtedness of said Debtor in the full amount owing at the time of demand, together with interest, fees and charges as set forth above. The Bank may, one or more times, in its sole discretion, without notice to or consent of Guarantor, grant extensions, take and give up collateral, or fail to perfect or continue a security interest therein, grant compromises, releases and discharges, increase or decrease authorized account limits, and make any changes of any sort to the terms of its Cardholder Agreement and Disclosure Statement or related contracts or manner of doing business with said Debtor and with other parties and securities in relation thereto, and Guarantor hereby expressly waives any defenses arising from any such actions. I (we) further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application for which the undersigned is a guarantor. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Guarantor's Name <i>Anne S. Marcato</i>	Guarantor's Name <i>Michael C. Marcato</i>
Guarantor's Signature <i>Anne S. Marcato</i>	Guarantor's Signature <i>Michael C. Marcato</i>
Date 1/19/05	Date 1/19/05

Please provide a signed, current personal financial statement on each Guarantor

E. REQUEST FOR CARD ISSUANCE

The undersigned requests that Whitney National Bank open a VISA Business Card account for the company and that a VISA Business Card be issued to the individual employees of the company listed herein. If the application is approved, the company agrees to be bound by the terms and conditions of the Whitney National Bank Cardholder Agreement and Disclosure Statement which will accompany each VISA Business Card. The company acknowledges that the Bank has the right to change any term of the cardholder agreement at any time whatsoever and shall provide the company any prior written notice required by law. The company certifies that all information contained within this application and/or on any documents provided to the Bank, including financial statements, are true and correct. The company further certifies, represents and warrants that it assumes full liability for all indebtedness incurred by the establishment of this VISA Business Card account, that the VISA Business Card account and cards will be used solely for business purposes and that the person whose signature appears below is authorized to request issuance of the card(s) and to bind and obligate the company to the terms and conditions of the Whitney National Bank Cardholder Agreement and Disclosure Statement.

Company <i>Highway Solutions, LLC</i>	By
By (Authorized Signature) <i>Anne S. Marcato</i>	Date 1/19/05

If this request for credit is in the name of an individual or individuals, and you have supplied information on a co-applicant, please sign below if you intend to apply for joint credit.

We Intend to apply for joint credit: Signature of Applicant _____ Signature of Co-Applicant _____

You may bring the Application, Authority and financial statements to any branch of the Whitney National Bank or mail to:
 Whitney National Bank, Credit Card Department
 Attn: VISA Business Card Services, P.O. Box 61750, New Orleans, Louisiana 70161

FOR BANK USE ONLY

Total Whitney National Bank indebtedness:	Company \$ <i>1,000,000</i>	Guarantor \$ <i>Some</i>
Approved <i>Geller</i>	Declined	Date <i>1-20-05</i>
Bank Officer <i>Gene Crane</i>	Officer Number <i>738</i>	Extension
Number of Cards <i>5</i>	MAX Tracking #	Approved Company Limit <i># 35,000</i>
Special Instructions		

AUTHORITY FORM continued from reverse side

CERTIFICATE (Corporation or Non-Profit Corporation)

The undersigned hereby certifies that he/she is the Secretary of _____ (the "Company" referred to on the reverse), a corporation or non-profit corporation duly organized and existing under the laws of the State of _____ and that the foregoing is a true copy of the Resolutions duly and unanimously adopted by the Board of Directors or Trustees of the Company, or voting members of the Company, as applicable, at a meeting duly held, at which a quorum was present and acting throughout, or by appropriate written consent, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing resolutions or agreement.

In witness whereof, I have hereunto set my hand as Secretary of the Company, and have affixed hereto the official seal of the Company on this

day of 20

Secretary or Assistant Secretary

(SEAL) Attest

(President's or second mosting officer's signature) (required if Secretary or Assistant Secretary signing above is designated as an Agent)

CERTIFICATE (Sole Proprietorship)

I am the sole owner of the unincorporated business conducted under the trade name of Highway Solutions LLC (the "Company" referred to on the reverse), and desire to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement. I further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Anne S. Marcatt #1/19/05

Signature

Date

CERTIFICATE (Partnership/Joint Venture/Limited Liability Company)

The undersigned certifies on this 10th day of January, 2005 that they are (i) the sole partners and owners or members of the business or joint venture conducted under the name of Highway Solutions LLC (the "Company" referred to on the reverse), or (ii) the managing partners, managers or certifying officials required by the Company's articles of organization or partnership agreement to transact the business of the Company or to certify as to the authority of others to act on the Company's behalf, and that the Company is organized under the laws of the State of Alabama, and that the Company, through the undersigned, desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement. I (we) further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Partner/Member/Manager

Partner/Member/Manager

By:

By:

Its:

Its:

Managing Member

Partner/Member/Manager

By:

By:

Its:

Its:

CERTIFICATE (Trust, Unincorporated Association, Club or Organization)

The undersigned certifies on this _____ day of _____, 20____ that he or she is/they are the _____ (and) _____ of _____ (the "Company" referred to on the reverse), a(n) _____ (type of organization); and that this Company desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement.

Signature

Title

Signature

Title

CERTIFICATE (Parish/County, Municipality, Public Board, Political or Public Corporation, Subdivision, or Taxing District)

The undersigned hereby certifies on this _____ day of _____, 20____ that he/she is the _____, an officer or duly authorized official of the _____ (the "Company" referred to on the reverse), a(n) _____ created under or by the constitution and laws of the State of _____, and that the foregoing is a true copy of Resolutions duly and unanimously adopted in accordance with the rules and regulations governing the Company, as authorized pursuant to _____, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing agreement or resolutions.

Signature

Title

Entity Certification To the extent that any partners or members of the Company providing these resolutions are legal entities such as corporations, partnerships, limited liability companies or any other form of legal entity organized and existing under the laws of any State of the United States, the person executing this resolution on behalf of such entity in its capacity as a partner or member of the Company does hereby certify to Whitney National Bank that such person is duly authorized to execute this resolution on behalf of such entity acting in its capacity as a partner or member of the Company.



WHITNEY®

AUTHORITY FORM

Authority Relative to the Opening of a VISA Business Credit Card Account

RESOLVED, that Highway Solutions LLC (the "Company") has established with Whitney National Bank ("Bank") a VISA Business Card account (the "Credit Card Account") in the name of and designated as:

DBA Name (if different from above)

and the Company does hereby authorize that credit cards be issued in connection with the Credit Card Account by the Bank in the name of and for the use of those individuals designated (each an "Employee Cardholder") by any of the following individuals acting alone (the "Agent"):

Agent	Title / Position	Signature
<u>ANNE S. Marcato</u>	<u>PRESIDENT</u>	<u>Anne S. Marcato</u>

that all amounts of any kind whatsoever, including without limitation, charges for goods and services, cash advances, interest and finance charges, attorneys' fees, collection costs, and all other fees and charges, owed to the Bank from the use of any credit card issued to any Employee Cardholder in connection with the Credit Card Account, shall be paid to the Bank by the Company. The Company hereby certifies that the authority granted herein to each Agent is made in accordance with the terms and conditions of the Company's articles of organization or operating agreement or contract.

The Company hereby authorizes any existing or future Employee Cardholder to borrow money as represented by extensions of credit under the Credit Card Account.

Any Agent is hereby authorized:

- (a) to designate individuals to be issued credit cards, and to request that personal identification numbers (PINs) be issued to any one or more of the Employee Cardholders, such request to be in such form and to contain such terms and conditions as the Bank may request or require and as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;
- (b) to sign, execute and endorse such documents as may be necessary or required by the Bank to evidence indebtedness and other obligations, including, without limitation, this Application, promissory notes, endorsements, and continuing guarantees; to grant to Bank security rights in Company's deposit accounts and other property, real or personal, as collateral security for the Credit Card Account, in Agent's sole discretion;
- (c) to execute and deliver any application forms, contracts, documents, security agreements, or other instruments in writing required or requested by the Bank in connection with the Credit Card Account, such forms, contracts, documents, security agreements, or other instruments to be in such form and to contain such terms and conditions as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;
- (d) to take any action required by the Bank in connection with the Credit Card Account.

The Company represents that the Credit Card Account is to be used solely for the business of the Company or for a purpose incidental to its business.

The Bank shall be entitled to rely on the authority granted herein to the Agent unless and until written instructions to the contrary are delivered to Bank by duly authorized representatives of the Company.

In witness whereof a duly authorized representative or representatives of the Company has/have subscribed his/their names on the reverse hereof and does/do certify to Whitney Bank that the signatures attached hereto are true and correct.

Continued on reverse side



WHITNEY®

REDACTED
 VISA® BUSINESS CARD APPLICATION

If you have any questions please visit any Whitney National Bank or call 1-800-326-3581 or (504) 838-6595 in New Orleans.

A. COMPANY INFORMATION (Please Print or Type)

Company's Legal Registered Name Highway Solutions LLC	Doing Business As	Tax ID Number [REDACTED]
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Business Name (as it should appear on card(s)—maximum characters 24—including spaces or punctuation)

Business Street Address 519 D Oliver Road	City Montgomery	State AL	Zip 36121
Mailing Address (if different from street address) PO Box 210445	City Montgomery	State AL	Zip 36121-0445
Business Phone 334 279-0800	Fax Number 334 279-9457	Nature of Business Highway Construction	

Sole Proprietor Partnership Corporation Limited Liability Company Non-Profit Other (please describe)

Gross Annual Revenue \$	Company Credit Limit Requested \$
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Person to Contact: Anne Marcato	Billing Type: <input type="checkbox"/> Corporate <input checked="" type="checkbox"/> Individual	If Billing Type is left blank, individual billing will be ordered.
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Please provide a business financial statement for the most recent fiscal year

Has the Applicant/Company or any partner or principal ever declared bankruptcy? Yes No If Yes, please explain:

How long have you owned or operated this business? _____ years	If you are taking over an existing business, how long has it been in operation? _____ years
--	---

B. OWNER INFORMATION

Name of Owner / Partner / Principal [REDACTED]	Title		
Home Address ON file	City	State	Zip
E-mail Address ON file	Home Telephone ()	Work Telephone ()	Social Security Number
Name of Owner / Partner / Principal [REDACTED]	Title		
Home Address ON file	City	State	Zip
E-mail Address ON file	Home Telephone ()	Work Telephone ()	Social Security Number
	Date of Birth		

C. EMPLOYEE CARDHOLDERS

Corporate Account # (Bank Use Only):

If PIN request is left blank, a PIN will not be ordered

Authorized Cardholders ON file	Title / Position	PIN Issued	Credit Limit
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$

Attach additional sheets if necessary

Continued on reverse

VISA BUSINESS CARD APPLICATION continued from reverse side

D. CONTINUING GUARANTY

In consideration of Whitney National Bank, New Orleans, Louisiana, ("Bank") at my request arranging for the extension of credit and making cash advances on a VISA Business Card issued to ("Debtor"), I (we) hereby give this Continuing Guaranty to the said Bank, its transferees, or assigns, for the payment in full, together with all interest, attorney's fees, and all other fees and charges of whatsoever nature and kind, of any indebtedness, direct or contingent, of Debtor to Bank on Debtor's VISA Business Card whether due or to become due, now existing or hereafter arising. To secure this Guaranty, I (we) grant the Bank a continuing security interest in all my (our) money and other property that is now or hereafter on deposit with, in the possession of, under the control of or held by Bank (except IRA, pension and other tax-deferred retirement accounts). The security interest granted herein is consensual and in addition to Bank's right of set off. It is further understood that I (we) are jointly and severally liable for all indebtedness as described. If this Guaranty is executed by more than one Guarantor, each shall be jointly and severally liable with each other Guarantor for all guaranteed indebtedness. I (we) do further waive all notice and agree to pay upon demand at any time to said Bank, its transferees or assigns, any indebtedness of said Debtor in the full amount owing at the time of demand, together with interest, fees and charges as set forth above. The Bank may, one or more times, in its sole discretion, without notice to or consent of Guarantor, grant extensions, take and give up collateral, or fail to perfect or continue a security interest therein, grant compromises, releases and discharges, increase or decrease authorized account limits, and make any changes of any sort to the terms of its Cardholder Agreement and Disclosure Statement or related contracts or manner of doing business with said Debtor and with other parties and securities in relation thereto, and Guarantor hereby expressly waives any defenses arising from any such actions. I (we) further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application for which the undersigned is a guarantor. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Guarantor's Name <i>ON file</i>	Guarantor's Name
Guarantor's Signature <i>ON file</i>	Guarantor's Signature
Date	Date

Please provide a signed, current personal financial statement on each Guarantor

E. REQUEST FOR CARD ISSUANCE

The undersigned requests that Whitney National Bank open a VISA Business Card account for the company and that a VISA Business Card be issued to the individual employees of the company listed herein. If the application is approved, the company agrees to be bound by the terms and conditions of the Whitney National Bank Cardholder Agreement and Disclosure Statement which will accompany each VISA Business Card. The company acknowledges that the Bank has the right to change any term of the cardholder agreement at any time whatsoever and shall provide the company any prior written notice required by law. The company certifies that all information contained within this application and /or on any documents provided to the Bank, including financial statements, are true and correct. The company further certifies, represents and warrants that it assumes full liability for all indebtedness incurred by the establishment of this VISA Business Card account, that the VISA Business Card account and cards will be used solely for business purposes and that the person whose signature appears below is authorized to request issuance of the card(s) and to bind and obligate the company to the terms and conditions of the Whitney National Bank Cardholder Agreement and Disclosure Statement.

Company <i>N/A</i>	By
By (Authorized Signature) <i>N/A</i>	Date

If this request for credit is in the name of an individual or individuals, and you have supplied information on a co-applicant, please sign below if you intend to apply for joint credit.

We intend to apply for joint credit: Signature of Applicant _____ Signature of Co-Applicant _____

You may bring the Application, Authority and financial statements to any branch of the Whitney National Bank or mail to:
 Whitney National Bank, Credit Card Department
 Attn: VISA Business Card Services, P.O. Box 61750, New Orleans, Louisiana 70161

FOR BANK USE ONLY

Total Whitney National Bank Indebtedness:	Company \$	Guarantor \$	
Approved	Declined	Date	
Bank Officer	Officer Number	Extension	Company Number
Number of Cards	MAX Tracking #	Approved Company Limit	
Special Instructions			

AUTHORITY FORM continued from reverse side

CERTIFICATE (Corporation or Non-Profit Corporation)

The undersigned hereby certifies that he/she is the Secretary of _____ (the "Company" referred to on the reverse), a corporation or non-profit corporation duly organized and existing under the laws of the State of _____ and that the foregoing is a true copy of the Resolutions duly and unanimously adopted by the Board of Directors or Trustees of the Company, or voting members of the Company, as applicable, at a meeting duly held, at which a quorum was present and acting throughout, or by appropriate written consent, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing resolutions or agreement.

In witness whereof, I have hereunto set my hand as Secretary of the Company, and have affixed hereto the official seal of the Company on this

____ day of _____, 20____

Secretary or Assistant Secretary

(SEAL) Attest:

(President's or second steering officer's signature) (required if Secretary or Assistant Secretary signing above is designated as an Agent)

CERTIFICATE (Sole Proprietorship)

I am the sole owner of the unincorporated business conducted under the trade name of Highway Solutions LLC (the "Company" referred to on the reverse), and desire to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement. I further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Anne S. Marcato

4-19-05
Date

Signature

CERTIFICATE (Partnership/Joint Venture/Limited Liability Company)

The undersigned certifies on this 14th day of April, 2005 that they are (i) the sole partners and owners or members of the business or joint venture conducted under the name of Highway Solutions LLC (the "Company" referred to on the reverse), or (ii) the managing partners, managers or certifying officials required by the Company's articles of organization or partnership agreement to transact the business of the Company or to certify as to the authority of others to act on the Company's behalf, and that the Company is organized under the laws of the State of Alabama, and that the Company, through the undersigned, desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement. I (we) further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Partner/Member/Manager

Anne S. Marcato

Partner/Member/Manager

By:

Its:

Partner/Member/Manager

By:

Its:

Partner/Member/Manager

By:

Its:

CERTIFICATE (Trust, Unincorporated Association, Club or Organization)

The undersigned certifies on this _____ day of _____, 20____ that he or she is/they are the _____, _____ (and) _____ of _____ (the "Company" referred to on the reverse), a(n) _____ (type of organization); and that this Company desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement.

Signature

Title

Signature

Title

CERTIFICATE (Parish/County, Municipality, Public Board, Political or Public Corporation, Subdivision, or Taxing District)

The undersigned hereby certifies on this _____ day of _____, 20____ that he/she is the _____, an officer or duly authorized official of the _____ (the "Company" referred to on the reverse), a(n) _____ created under or by the constitution and laws of the State of _____, and that the foregoing is a true copy of Resolutions duly and unanimously adopted in accordance with the rules and regulations governing the Company, as authorized pursuant to _____, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing agreement or resolutions.

Signature

Title

Entity Certification: To the extent that any partners or members of the Company providing these resolutions are legal entities such as corporations, partnerships, limited liability companies or any other form of legal entity organized and existing under the laws of any State of the United States, the person executing this resolution on behalf of such entity in its capacity as a partner or member of the Company does hereby certify to Whitney National Bank that such person is duly authorized to execute this resolution on behalf of such entity acting in its capacity as a partner or member of the Company.



WHITNEY®

AUTHORITY FORM

Authority Relative to the Opening of a VISA Business Credit Card Account

RESOLVED, that Highway Solutions LLC (the "Company") has established with Whitney National Bank ("Bank") a VISA Business Card account (the "Credit Card Account") in the name of and designated as:

DBA Name (if different from above)

and the Company does hereby authorize that credit cards be issued in connection with the Credit Card Account by the Bank in the name of and for the use of those individuals designated (each an "Employee Cardholder") by any of the following individuals acting alone (the "Agent"):

Agent	Title / Position	Signature
<u>Anne S. Marcato</u>	<u>President</u>	<u>Anne S. Marcato</u>
<u>Tommy DeBardelaben</u>	<u>Controller</u>	<u>T.N. DeBardelaben</u>
<u>Lydia Porter</u>	<u>Admin Assistant</u>	<u>Lydia L. Porter</u>

that all amounts of any kind whatsoever, including without limitation, charges for goods and services, cash advances, interest and finance charges, attorneys' fees, collection costs, and all other fees and charges, owed to the Bank from the use of any credit card issued to any Employee Cardholder in connection with the Credit Card Account, shall be paid to the Bank by the Company. The Company hereby certifies that the authority granted herein to each Agent is made in accordance with the terms and conditions of the Company's articles of organization or operating agreement or contract.

The Company hereby authorizes any existing or future Employee Cardholder to borrow money as represented by extensions of credit under the Credit Card Account.

Any Agent is hereby authorized:

- (a) to designate individuals to be issued credit cards, and to request that personal identification numbers (PINs) be issued to any one or more of the Employee Cardholders, such request to be in such form and to contain such terms and conditions as the Bank may request or require and as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;
- (b) to sign, execute and endorse such documents as may be necessary or required by the Bank to evidence indebtedness and other obligations, including, without limitation, this Application, promissory notes, endorsements, and continuing guarantees; to grant to Bank security rights in Company's deposit accounts and other property, real or personal, as collateral security for the Credit Card Account, in Agent's sole discretion;
- (c) to execute and deliver any application forms, contracts, documents, security agreements, or other instruments in writing required or requested by the Bank in connection with the Credit Card Account, such forms, contracts, documents, security agreements, or other instruments to be in such form and to contain such terms and conditions as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;
- (d) to take any action required by the Bank in connection with the Credit Card Account.

The Company represents that the Credit Card Account is to be used solely for the business of the Company or for a purpose incidental to its business.

The Bank shall be entitled to rely on the authority granted herein to the Agent unless and until written instructions to the contrary are delivered to Bank by duly authorized representatives of the Company.

In witness whereof a duly authorized representative or representatives of the Company has/have subscribed his/their names on the reverse hereof and does/ do certify to Whitney Bank that the signatures attached hereto are true and correct.

Continued on reverse side



WHITNEY®

VISA® BUSINESS CARD APPLICATION

If you have any questions please visit any Whitney National Bank or call 1-800-326-3501 or (504) 838-6335 in New Orleans.

A. COMPANY INFORMATION (Please Print or Type)

Company's Legal Registered Name <u>Highway Solutions LLC</u>	Doing Business As	Tax ID Number	
Business Name (as it should appear on card(s)—maximum characters 24—including spaces or punctuation)			
Business Street Address <u>579 D Oliver Road</u>	City <u>Montgomery</u>	State <u>AL</u>	Zip <u>36121</u>
Mailing Address (if different from street address) <u>P O Box 210445</u>	City <u>Montgomery</u>	State <u>AL</u>	Zip <u>36121-</u>
Business Phone <u>(334) 279-8267</u>	Fax Number <u>()</u>	Nature of Business <u>Sitework contracting Land clearing</u>	
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Other (please describe)		
Gross Annual Revenue <u>\$ 993 m - (1st 9 mts. '04)</u>	Company Credit Limit Requested <u>\$ 40,000</u>		
Person to Contact: <u>ANNE S. Marcato</u>	Billing Type: <input type="checkbox"/> Corporate <input checked="" type="checkbox"/> Individual	If Billing Type is left blank, individual billing will be ordered.	
Please provide a business financial statement for the most recent fiscal year <u>ON file</u>			
Has the Applicant/Company or any partner or principal ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain:			
How long have you owned or operated this business? _____ years		If you are taking over an existing business, how long has it been in operation? _____ years	

B. OWNER INFORMATION

Name of Owner / Partner / Principal <u>ANNE S. Marcato</u>	Title <u>President</u>			
Home Address	City			
E-mail Address	Home Telephone ()	Work Telephone ()	Social Security Number	Date of Birth
Name of Owner / Partner / Principal				
Home Address	City	State		Zip
E-mail Address	Home Telephone ()	Work Telephone ()	Social Security Number	Date of Birth

C. EMPLOYEE CARDHOLDERS

Corporate Account # (Bank Use Only):

If PIN request is left blank, a PIN will not be ordered

Authorized Cardholders <u>Terry Tedder</u>	Title / Position	PIN Issued <input type="checkbox"/> Yes <input type="checkbox"/> No	Credit Limit \$ <u>4,000.00</u>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u> </u>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u> </u>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u> </u>

Attach additional sheets if necessary

Continued on reverse side

REDACTED

D. CONTINUING GUARANTY

In consideration of Whitney National Bank, New Orleans, Louisiana, ("Bank") at my request arranging for the extension of credit and making cash advances on a VISA Business Card issued to ("Debtor"), I (we) hereby give this Continuing Guaranty to the said Bank, its transferees, or assigns, for the payment in full, together with all interest, attorney's fees, and all other fees and charges of whatsoever nature and kind, of any indebtedness, direct or contingent, of Debtor to Bank on Debtor's VISA Business Card whether due or to become due, now existing or hereafter arising. To secure this Guaranty, I (we) grant the Bank a continuing security interest in all my (our) money and other property that is now or hereafter on deposit with, in the possession of, under the control of or held by Bank (except IRA, pension and other tax-deferred retirement accounts). The security interest granted herein is consensual and in addition to Bank's right of set off. It is further understood that I (we) are jointly and severally liable for all indebtedness as described. If this Guaranty is executed by more than one Guarantor, each shall be jointly and severally liable with each other Guarantor for all guaranteed indebtedness. I (we) do further waive all notice and agree to pay upon demand at any time to said Bank, its transferees or assigns, any indebtedness of said Debtor in the full amount owing at the time of demand, together with interest, fees and charges as set forth above. The Bank may, one or more times, in its sole discretion, without notice to or consent of Guarantor, grant extensions, take and give up collateral, or fail to perfect or continue a security interest therein, grant compromises, releases and discharges, increase or decrease authorized account limits, and make any changes of any sort to the terms of its Cardholder Agreement and Disclosure Statement or related contracts or manner of doing business with said Debtor and with other parties and securities in relation thereto, and Guarantor hereby expressly waives any defenses arising from any such actions. I (we) further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application for which the undersigned is a guarantor. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Guarantor's Name <i>Anne S. Marcato</i>	Guarantor's Name <i>Michael C. Marcato</i>
Guarantor's Signature <i>Annes Marcato</i>	Guarantor's Signature <i>Michael C. Marcato</i>
Date <i>1/27/05</i>	Date <i>1/27/05</i>

Please provide a signed, current personal financial statement on each Guarantor

E. REQUEST FOR CARD ISSUANCE

The undersigned requests that Whitney National Bank open a VISA Business Card account for the company and that a VISA Business Card be issued to the individual employees of the company listed herein. If the application is approved, the company agrees to be bound by the terms and conditions of the Whitney National Bank Cardholder Agreement and Disclosure Statement which will accompany each VISA Business Card. The company acknowledges that the Bank has the right to change any term of the cardholder agreement at any time whatsoever and shall provide the company any prior written notice required by law. The company certifies that all information contained within this application and/or on any documents provided to the Bank, including financial statements, are true and correct. The company further certifies, represents and warrants that it assumes full liability for all indebtedness incurred by the establishment of this VISA Business Card account, that the VISA Business Card account and cards will be used solely for business purposes and that the person whose signature appears below is authorized to request issuance of the card(s) and to bind and obligate the company to the terms and conditions of the Whitney National Bank Cardholder Agreement and Disclosure Statement.

Company <i>Highway Solutions LLC</i>	By <i>Anne S. Marcato</i>
By (Authorized Signature) <i>Anne S. Marcato</i>	Date <i>1/27/05</i>

If this request for credit is in the name of an individual or individuals, and you have supplied information on a co-applicant, please sign below if you intend to apply for joint credit.

We intend to apply for joint credit: Signature of Applicant _____ Signature of Co-Applicant _____

You may bring the Application, Authority and financial statements to any branch of the Whitney National Bank or mail to:
Whitney National Bank, Credit Card Department
Attn: VISA Business Card Services, P.O. Box 61750, New Orleans, Louisiana 70161

FOR BANK USE ONLY

Total Whitney National Bank indebtedness:	Company \$ <i>1,000,000</i>	Guarantor \$ <i>same</i>	
Approved <i>Crane</i>	Declined	Date <i>2-1-05</i>	
Bank Officer <i>Gene Crane</i>	Officer Number <i>738</i>	Extension	Company Number
Number of Cards	MAX Tracking #	Approved Company Limit	
Special Instructions			

AUTHORITY FORM continued from reverse side

CERTIFICATE (Corporation or Non-Profit Corporation)

The undersigned hereby certifies that he/she is the Secretary of _____ (the "Company" referred to on the reverse), a corporation or non-profit corporation duly organized and existing under the laws of the State of _____ and that the foregoing is a true copy of the Resolutions duly and unanimously adopted by the Board of Directors or Trustees of the Company, or voting members of the Company, as applicable, at a meeting duly held, at which a quorum was present and acting throughout, or by appropriate written consent, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing resolutions or agreements.

In witness whereof, I have hereunto set my hand as Secretary of the Company, and have affixed hereto the official seal of the Company on this

____ day of _____ 20____

Secretary or Assistant Secretary

(SEAL) Attest

(President's or second attesting officer's signature) (required if Secretary or Assistant Secretary signing above is designated as an Agent)

CERTIFICATE (Sole Proprietorship)

I am the sole-owner of the unincorporated business conducted under the trade name of Highway Solutions LLC (the "Company" referred to on the reverse), and desire to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement. I further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Signature

Date

CERTIFICATE (Partnership/Joint Venture/Limited Liability Company)

The undersigned certifies on this 3rd day of January, 2005 that they are (i) the sole partners and owners or members of the business or joint venture conducted under the name of Highway Solutions LLC (the "Company" referred to on the reverse), or (ii) the managing partners, managers or certifying officials required by the Company's articles of organization or partnership agreement to transact the business of the Company or to certify as to the authority of others to act on the Company's behalf, and that the Company is organized under the laws of the State of Alabama, and that the Company, through the undersigned, desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement. I (we) further authorize Bank to obtain such information as Bank may require concerning the information completed herein, including obtaining a consumer credit bureau report on the undersigned in conjunction with this VISA Business Card application. This authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Partner/Member/Manager

Partner/Member/Manager

Anne S. MoncadoBy:
Its:

Partner/Member/Manager

By:
Its:

Partner/Member/Manager

By:
Its:By:
Its:**CERTIFICATE (Trust, Unincorporated Association, Club or Organization)**

The undersigned certifies on this _____ day of _____ 20____ that he or she is/they are the _____ (and) _____ of _____ (the "Company" referred to on the reverse), a(n) _____ (type of organization); and that this Company desires to establish certain business relationships with Whitney National Bank, in accordance with the foregoing resolutions or agreement.

Signature

Title

Signature

Title

CERTIFICATE (Parish/County, Municipality, Public Board, Political or Public Corporation, Subdivision, or Taxing District)

The undersigned hereby certifies on this _____ day of _____ 20____ that he/she is the _____, an officer or duly authorized official of the _____ (the "Company" referred to on the reverse), a(n) _____ created under or by the constitution and laws of the State of _____, and that the foregoing is a true copy of Resolutions duly and unanimously adopted in accordance with the rules and regulations governing the Company, as authorized pursuant to _____, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing agreement or resolutions.

Signature

Title

Entity Certification To the extent that any partners or members of the Company providing these resolutions are legal entities such as corporations, partnerships, limited liability companies or any other form of legal entity organized and existing under the laws of any State of the United States, the person executing this resolution on behalf of such entity in its capacity as a partner or member of the Company does hereby certify to Whitney National Bank that such person is duly authorized to execute this resolution on behalf of such entity acting in its capacity as a partner or member of the Company.



WHITNEY®

AUTHORITY FORM

Authority Relative to the Opening of a VISA Business Credit Card Account

RESOLVED, that Highway Solutions LLC (the "Company") has established with Whitney National Bank ("Bank") a VISA Business Card account (the "Credit Card Account") in the name of and designated as:

DBA Name (if different from above)

and the Company does hereby authorize that credit cards be issued in connection with the Credit Card Account by the Bank in the name of and for the use of those individuals designated (each an "Employee Cardholder") by any of the following individuals acting alone (the "Agent"):

Agent	Title / Position	Signature
<u>ANNE S. Marcato</u>	<u>President</u>	<u>Anne S. Marcato</u>

that all amounts of any kind whatsoever, including without limitation, charges for goods and services, cash advances, interest and finance charges, attorneys' fees, collection costs, and all other fees and charges, owed to the Bank from the use of any credit card issued to any Employee Cardholder in connection with the Credit Card Account, shall be paid to the Bank by the Company. The Company hereby certifies that the authority granted herein to each Agent is made in accordance with the terms and conditions of the Company's articles of organization or operating agreement or contract.

The Company hereby authorizes any existing or future Employee Cardholder to borrow money as represented by extensions of credit under the Credit Card Account.

Any Agent is hereby authorized:

- (a) to designate individuals to be issued credit cards, and to request that personal identification numbers (PINs) be issued to any one or more of the Employee Cardholders, such request to be in such form and to contain such terms and conditions as the Bank may request or require and as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;
- (b) to sign, execute and endorse such documents as may be necessary or required by the Bank to evidence indebtedness and other obligations, including, without limitation, this Application, promissory notes, endorsements, and continuing guarantees; to grant to Bank security rights in Company's deposit accounts and other property, real or personal, as collateral security for the Credit Card Account, in Agent's sole discretion;
- (c) to execute and deliver any application forms, contracts, documents, security agreements, or other instruments in writing required or requested by the Bank in connection with the Credit Card Account, such forms, contracts, documents, security agreements, or other instruments to be in such form and to contain such terms and conditions as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;
- (d) to take any action required by the Bank in connection with the Credit Card Account.

The Company represents that the Credit Card Account is to be used solely for the business of the Company or for a purpose incidental to its business.

The Bank shall be entitled to rely on the authority granted herein to the Agent unless and until written instructions to the contrary are delivered to Bank by duly authorized representatives of the Company.

In witness whereof a duly authorized representative or representatives of the Company has/have subscribed his/their names on the reverse hereof and does/do certify to Whitney Bank that the signatures attached hereto are true and correct.

Continued on reverse side



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

RETURN
TO:
ANNE MARCATO
HIGHWAY SOLUTIONS LLC
PO BOX 210445
NO21B3
**REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

*Visa BusinessCard
Statement of Account*

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 06-22-07
AMOUNT DUE
NEW BALANCE \$9,670.46
or
MIN. PAYMENT \$748.00

<u>AMOUNT ENCLOSED</u> \$

Please make check payable to
Whitney Bank
 Check here for an address or phone number
changes made on the reverse side

480239000012950400000748000009670460

Detach here

To assure proper credit please return upper portion with remittance.

STATEMENT MESSAGES

Your account is past due \$555.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

<u>Post Tran</u>	<u>Date</u>	<u>Reference Number</u>	<u>MCC Transaction Description</u>	<u>Amount</u>
05-07	05-07		0000 LATE PAYMENT CHARGE	15.00
05-28	05-28		0000 PURCHASE *FINANCE CHARGE*	105.27

CUSTOMER SERVICE CALL		ACCOUNT NUMBER		ACCOUNT SUMMARY	
New Orleans, LA Toll Free		(504) 849-6700 (800) 326-3501			
		STATEMENT DATE	PAYMENT DUE DATE	PREVIOUS BALANCE	9,550.19
		05/28/07	06/22/07	NEW PURCHASES & OTHER CHARGES	0.00
				NEW CASH ADVANCES	.00
SEND BILLING INQUIRIES TO:		CREDIT LIMIT	AVAILABLE CREDIT	FINANCE CHARGE	105.27
CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750		\$0.00	\$0.00	CREDITS	.00
		NUMBER OF DAYS IN BILLING CYCLE	MINIMUM PAYMENT DUE	PAYMENTS	.00
		31	\$748.00	LATE PAYMENT CHARGE	15.00
				NEW BALANCE	9,670.46

FINANCE CHARGE SUMMARY				
	AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES	\$9,535.19	1.104%	13.250%	\$105.27
CASH ADVANCES	\$0.00	1.104%	13.250%	\$0.00
ANNUAL PERCENTAGE RATE 13.25 (the billing cycle)				
PERIODIC RATES MAY VARY.				



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

WHITNEY NATIONAL BANK
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

RETURN
TO:

✓ JOHN W HAM
HIGHWAY SOLUTIONS LLC
PO BOX 210445
*REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

N02102

Visa BusinessCard Statement of Account

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 06-22-07
AMOUNT DUE
NEW BALANCE \$6,266.58
or
MIN. PAYMENT \$609.80
AMOUNT ENCLOSED \$ [REDACTED]

Please make check payable to
Whitney Bank
 Check here for an address or phone number
changes made on the reverse side

REDACTED

48023900001795200000609800006266582

Deduct here

To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$481.80. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Date	Reference Number	MCC Transaction Description	Amount
04-30	04-30		0000 OVERLIMIT FEE	25.00
05-07	05-07		0000 LATE PAYMENT CHARGE	15.00
05-17	05-16	24692167136000877313996	4816 TWX-AOL SERVICE 800-827-6364 NY	25.90
05-28	05-28		0000 PURCHASE *FINANCE CHARGE*	67.23

CUSTOMER SERVICE CALL New Orleans, LA Toll Free	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	PAYMENT DUE DATE	PREVIOUS BALANCE	6,133.45
	05/28/07	06/22/07	NEW PURCHASES & OTHER CHARGES	50.90
			NEW CASH ADVANCES	.00
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	FINANCE CHARGE	67.23
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$609.80	CREDITS	.00
			PAYMENTS	.00
			LATE PAYMENT CHARGE	15.00
			NEW BALANCE	6,266.58

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES \$6,089.31 \$0.00	1.104% 1.104%	13.250% 13.250%	\$67.23 \$0.00
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed on your next statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

REURN
TO:
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

THOMAS CATRETT
HIGHWAY SOLUTIONS LLC
PO BOX 210445
*REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

NO2181

*Visa BusinessCard
Statement of Account*

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 06-22-07
AMOUNT DUE
NEW BALANCE \$2,912.34
OR
MIN. PAYMENT \$226.00

AMOUNT
ENCLOSED \$

Please make check payable to
Whitney Bank
 Check here for an address or phone number
changes made on the reverse side

48023900001795380000226000002912348

Detach here

To assure proper credit please return upper portion with remittance

REDACTED

STATEMENT MESSAGES

Your account is past due \$160.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Reference Number	MCC Transaction Description	Amount
05-07 05-07		0000 LATE PAYMENT CHARGE	15.00
05-28 05-28		0000 PURCHASE *FINANCE CHARGE*	31.31

CUSTOMER SERVICE CALL New Orleans, LA Toll Free (504) 849-6700 (800) 328-3501	ACCOUNT NUMBER		ACCOUNT SUMMARY
	STATEMENT DATE 05/28/07	PAYMENT DUE DATE 06/22/07	PREVIOUS BALANCE 2,866.03 NEW PURCHASES & OTHER CHARGES 0.00 NEW CASH ADVANCES 00
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	FINANCE CHARGE 31.31 CREDITS 00
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$226.00	PAYMENTS .00 LATE PAYMENT CHARGE 15.00 NEW BALANCE 2,912.34

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES \$2,836.03 \$0.00	1.104% 1.104%	13.250% 13.250%	\$31.31 \$0.00

ANNUAL PERCENTAGE RATE 13.25
(this billing cycle)

PERIODIC RATES MAY VARY.

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed in your next Statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

REDACTED
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

RETURN
TO:

REDACTED
RICHARD A BROWN
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**REFERTO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

N02180

Visa BusinessCard Statement of Account

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 08-22-07
AMOUNT DUE
NEW BALANCE \$10,299.94
or
MIN. PAYMENT \$903.34
AMOUNT ENCLOSED \$ [REDACTED]

Please make check payable to
Whitney Bank
 Check here for an address or phone number
 changes made on the reverse side

REDACTED

48023900001945450000903340010299940

Detach here

To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$697.34. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Date Reference Number	MCC Transaction Description	Amount
04-30	04-30	0000 OVERLIMIT FEE	25.00
05-07	05-07	0000 LATE PAYMENT CHARGE	15.00
05-28	05-28	0000 PURCHASE "FINANCE CHARGE"	111.60

CUSTOMER SERVICE CALL New Orleans, LA Toll Free (504) 849-6700 (800) 326-3501	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE 05/28/07	PAYMENT DUE DATE 06/22/07	PREVIOUS BALANCE 10,148.34 NEW PURCHASES & OTHER CHARGES 25.00 NEW CASH ADVANCES 00 FINANCE CHARGE 111.60 CREDITS 00 PAYMENTS 00 LATE PAYMENT CHARGE 15.00 NEW BALANCE 10,299.94	
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$903.34

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES \$10,100.34 \$0.00	1.104% 1.104%	13.250% 13.250%	\$111.60 \$0.00
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay entire New Balance by Payment Due Date. Finance Charge accrues on Cash Advances daily until paid and will be billed in your next Statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

CARL LOCKLEY N02179
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

480239000020641400000246000003133438

Dutch here

To assure proper credit please return upper portion with remittance.

STATEMENT MESSAGES

Your account is past due \$183.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Date	Reference Number	MCC Transaction Description	Amount
05-07	05-07		0000 LATE PAYMENT CHARGE	15.00
05-28	05-28		0000 PURCHASE *FINANCE CHARGE*	33.72

CUSTOMER SERVICE CALL New Orleans, LA Toll Free	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE 05/28/07	PAYMENT DUE DATE 06/22/07	PREVIOUS BALANCE NEW PURCHASES & OTHER CHARGES NEW CASH ADVANCES	3,084.71 0.00 .00
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	FINANCE CHARGE CREDITS	33.72 .00
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$246.00	PAYMENTS LATE PAYMENT CHARGE NEW BALANCE	.00 15.00 3,133.43

FINANCE CHARGE SUMMARY

<u>AVERAGE DAILY BALANCE</u>	<u>MONTHLY PERIODIC RATE</u>	<u>CORRESPONDING ANNUAL PERCENTAGE RATE</u>	<u>PERIODIC FINANCE CHARGE</u>
PURCHASES CASH ADVANCES	\$3,054.71 \$0.00	1.104% 1.104%	13.250% 13.250%
			\$32.72 \$0.00
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay entire New Balance by Payment Due Date. Finance Charge accrues on Cash Advances daily until paid and will be billed in your next Statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

REURN
TO:
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

MIKE FLOYD
HIGHWAY SOLUTIONS LLC
PO BOX 210445
*REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

N02178

Visa BusinessCard
Statement of Account

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 06-22-07
AMOUNT DUE
NEW BALANCE \$3,315.39
OR
MIN. PAYMENT \$259.00
AMOUNT ENCLOSED \$

Please make check payable to
Whitney Bank
 Check here for an address or phone number
 changes made on the reverse side

REDACTED

48023900002130220000259000003315395

Detach here

To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$103.00. Full due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Reference Number	MCC Transaction Description	Amount
05-07 05-07		0000 LATE PAYMENT CHARGE	15.00
05-28 05-28		0000 PURCHASE "FINANCE CHARGE"	35.71

CUSTOMER SERVICE CALL New Orleans, LA Toll Free (504) 849-6700 (800) 326-3501	ACCOUNT NUMBER		ACCOUNT SUMMARY
	STATEMENT DATE 05/28/07	PAYMENT DUE DATE 06/22/07	PREVIOUS BALANCE 3,264.68 NEW PURCHASES & OTHER CHARGES 0.00 NEW CASH ADVANCES .00 FINANCE CHARGE 35.71 CREDITS .00 PAYMENTS .00 LATE PAYMENT CHARGE 15.00 NEW BALANCE 3,315.39
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$259.00	

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES \$3,234.68 \$0.00	1.104% 1.101%	13.250% 13.250%	\$35.71 \$0.00
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed in your next statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

WHITNEY NATIONAL BANK
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

RETURN
TO:
SHAWN SCHWARTZ
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**TRANSFERRED TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

*Visa BusinessCard
Statement of Account*

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 06-22-07
AMOUNT DUE
NEW BALANCE \$3,511.02
or
MIN. PAYMENT \$274.00
AMOUNT ENCLOSED \$

Please make check payable to
Whitney Bank
 Check here for an address or phone number
changes made on the reverse side

48023900002147800000274000003511020

Detach here

To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$204.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Reference Number	MCC Transaction Description	Amount
05-07 05-07		0000 LATE PAYMENT CHARGE	15.00
05-28 05-28		0000 PURCHASE *FINANCE CHARGE*	37.85

CUSTOMER SERVICE CALL New Orleans, LA Toll Free (504) 849-6700 (800) 326-3501	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	PAYMENT DUE DATE	PREVIOUS BALANCE	3,458.17
	05/28/07	06/22/07	NEW PURCHASES & OTHER CHARGES	0.00
			NEW CASH ADVANCES	.00
			FINANCE CHARGE	37.85
			CREDITS	.00
			PAYMENTS	.00
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	LATE PAYMENT CHARGE	15.00
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$274.00	NEW BALANCE	3,511.02

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES	\$3,428.17 \$.00	1.104% 1.104%	13.250% 13.250%
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			\$37.86 \$.00
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed in your next statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

RETURN
TO:

BILLY MAXIE
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

N02178

ACCOUNT NUM. [REDACTED]

PAYMENT DUE DATE 06-22-07

AMOUNT DUE

NEW BALANCE \$3,413.59

or

MIN. PAYMENT \$267.00

AMOUNT
ENCLOSED \$

Please make check payable to

Whitney Bank

Check here for an address or phone number
changes made on the reverse side

48023900002229570000267000003443599

Detach here

To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$198.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Reference Number	MCC Transaction Description	Amount
05-07 05-07		0000 LATE PAYMENT CHARGE	15.00
05-28 05-28		0000 PURCHASE *FINANCE CHARGE*	37.11

CUSTOMER SERVICE CALL New Orleans, LA Toll Free	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	PAYMENT DUE DATE	PREVIOUS BALANCE	3,391.48
	05/28/07	06/22/07	NEW PURCHASES & OTHER CHARGES	0.00
			NEW CASH ADVANCES	.00
			FINANCE CHARGE	37.11
			CREDITS	0.00
			PAYMENTS	.00
			LATE PAYMENT CHARGE	15.00
			NEW BALANCE	3,443.59
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00		
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$267.00		

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES \$3,381.48	1.104%	13.250%	\$37.11
CASH ADVANCES \$0.00	1.104%	13.250%	\$0.00
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed in your next statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

|||||||||
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

RETURN
TO:

|||||||||
RANDY STERNENBERG N02175
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**REFERTO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

*Visa BusinessCard
Statement of Account*

ACCOUNT NUM. [REDACTED]

PAYMENT DUE DATE 06-22-07

AMOUNT DUE

NEW BALANCE \$3,697.12

or \$500.57

AMOUNT
ENCLOSED \$

Please make check payable to
Whitney Bank
 Check here for an address or phone number
 changes made on the reverse side

48023900002259190000500570003697125

REDACTED

Detach here

To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$428.57. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Trans Date	Reference Number	MCC Transaction Description	Amount
05-07 06-07		0000 LATE PAYMENT CHARGE	15.00
05-28 05-28		0000 PURCHASE "FINANCE CHARGE"	39.33

CUSTOMER SERVICE CALL New Orleans, LA (504) 849-6700 Toll Free (800) 326-3501	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE 05/28/07	PAYMENT DUE DATE 06/22/07	PREVIOUS BALANCE 3,642.79	NEW PURCHASES & OTHER CHARGES 0.00
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	NEW CASH ADVANCES 0.00	FINANCE CHARGE 39.33
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$500.57	CREDITS 0.00	CREDITS 0.00
			PAYMENTS LATE PAYMENT CHARGE 15.00	PAYMENTS LATE PAYMENT CHARGE 15.00
			NEW BALANCE 3,697.12	NEW BALANCE 3,697.12

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES \$3,582.79 \$0.00	1.104% 1.104%	13.250% 13.250%	\$39.33 \$0.00
ANNUAL PERCENTAGE RATE 13.25 (This billing cycle)			PERIODIC RATES MAY VARY.
			See reverse side for important information.

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed in your next statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

WHITNEY
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

WHITNEY
STEVEN BARRON
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

RETURN
TO:

NO2174

*Visa BusinessCard
Statement of Account*

ACCOUNT NUM. [REDACTED]

PAYMENT DUE DATE 06-22-07

AMOUNT DUE

NEW BALANCE \$1,142.79

or
MIN. PAYMENT \$87.00

AMOUNT
ENCLOSED \$

Please make check payable to

Whitney Bank

Check here for an address or phone number
 changes made on the reverse side

48023900002259270000087000001142795

Dolach here

To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$64.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Date	Reference Number	MCC Transaction Description	Amount
05-07	05-07		0000 LATE PAYMENT CHARGE	15.00
05-28	05-28		0000 PURCHASE "FINANCE CHARGE"	11.98

CUSTOMER SERVICE CALL New Orleans, LA Toll Free (504) 849-6700 (800) 326-3501	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE 05/28/07	PAYMENT DUE DATE 06/22/07	PREVIOUS BALANCE 1,115.81	NEW PURCHASES & OTHER CHARGES 0.00
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	FINANCE CHARGE 11.98	CREDITS .00
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$87.00	PAYMENTS LATE PAYMENT CHARGE 15.00	PERIODIC FINANCE CHARGE \$0.00
			NEW BALANCE 1,142.79	

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES 51,086.81 \$.00	1.104% 1.104%	13.260% 13.250%	\$11.98 \$.00
ANNUAL PERCENTAGE RATE 15.25 (This billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed in your next Statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

REB
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070
RETURN
TO:
REB
LARRY PEACOCK
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445
N02173

*Visa BusinessCard
Statement of Account*

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 06-22-07
AMOUNT DUE
NEW BALANCE \$2,885.08
or
MIN. PAYMENT \$217.00
AMOUNT ENCLOSED \$

Please make check payable to
Whitney Bank
 Check here for all address or phone number
 changes made on the reverse side

REDACTED

48023900002409420000217000002885064

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To assure proper credit please return upper portion with remittance

STATEMENT MESSAGES

Your account is past due \$159.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date	Date Reference Number	MCC Transaction Description	Amount
05-07	05-07	0000 LATE PAYMENT CHARGE	15.00
05-28	05-28	0000 PURCHASE *FINANCE CHARGE*	31.01

CUSTOMER SERVICE CALL New Orleans, LA Toll Free	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	PAYMENT DUE DATE	PREVIOUS BALANCE	2,839.05
	05/28/07	06/22/07	NEW PURCHASES & OTHER CHARGES	0.00
			NEW CASH ADVANCES	0.00
			FINANCE CHARGE	31.01
			CREDITS	0.00
			PAYMENTS	0.00
			LATE PAYMENT CHARGE	15.00
			NEW BALANCE	2,885.06

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES CASH ADVANCES	\$2,800.05 \$0.00	1.101% 1.104%	13.250% 13.250%
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
entire New Balance by Payment Due Date. Finance Charge accrues on Cash
Advances daily until paid and will be billed in your next statement.



WHITNEY NATIONAL BANK
PO BOX 61750
NEW ORLEANS LA 70161-1750

RETOUR
TO:
CREDIT CARD CENTER
P.O. BOX 23070
COLUMBUS, GA 31902-3070

ROBERT A NALE
HIGHWAY SOLUTIONS LLC
PO BOX 210445
**REFER TO SPECIAL CREDITS
MONTGOMERY AL 36121-0445

*Visa BusinessCard
Statement of Account*

ACCOUNT NUM. [REDACTED]
PAYMENT DUE DATE 05-22-07
AMOUNT DUE
NEW BALANCE \$4,561.89
or
MIN. PAYMENT \$358.00
AMOUNT ENCLOSED \$

Please make check payable to
Whitney Bank
 Check here for an address or phone number
changes made on the reverse side

48023900002450730000358000004561893

Deduct here

To assure proper credit please return upper portion with remittance

REDACTED

STATEMENT MESSAGES

Your account is past due \$267.00. Past due amount is included in the minimum payment. Please remit immediately.

TRANSACTION DETAIL

Post Tran Date Date Reference Number	MCC Transaction Description	Amount
05-07 05-07	0000 LATE PAYMENT CHARGE	15.00
05-28 05-28	0000 PURCHASE "FINANCE CHARGE"	49.32

CUSTOMER SERVICE CALL New Orleans, LA Toll Free (504) 849-6700 (800) 326-3501	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE 05/28/07	PAYMENT DUE DATE 06/22/07	PREVIOUS BALANCE 4,497.57	NEW PURCHASES & OTHER CHARGES 0.00
SEND BILLING INQUIRIES TO: CREDIT CARD CENTER PO BOX 61750 NEW ORLEANS, LA 70161-1750	CREDIT LIMIT \$0.00	AVAILABLE CREDIT \$0.00	FINANCE CHARGE 49.32	CREDITS 0.00
	NUMBER OF DAYS IN BILLING CYCLE 31	MINIMUM PAYMENT DUE \$358.00	PAYMENTS 0.00 LATE PAYMENT CHARGE 15.00	0.00 NEW BALANCE 4,561.89

FINANCE CHARGE SUMMARY

AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
PURCHASES \$1,467.57	1.104%	13.250%	\$19.32
CASH ADVANCES \$0.00	1.104%	13.250%	\$0.00
ANNUAL PERCENTAGE RATE 13.25 (this billing cycle)			
PERIODIC RATES MAY VARY.			

To assure proper credit please return upper portion with remittance.
See reverse side for important information.

Grace Period: To avoid an additional Finance Charge on Purchases pay
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EXHIBIT “8”

TNEY*ECC***REDACTED****PROMISSORY NOTE***1848*

Borrower: HIGHWAY SOLUTIONS, LLC (TIN: [REDACTED])
 P.O. BOX 210445
 MONTGOMERY, AL 36121

Lender: Whitney National Bank
 Mobile Business / Commercial Lending - Carmichael
 P. O. Box 230714
 Montgomery, AL 36123-0714

Principal Amount: \$29,955.72**Initial Rate:** 5.250%**Date of Note:** January 24, 2005

PROMISE TO PAY. HIGHWAY SOLUTIONS, LLC ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-nine Thousand Nine Hundred Fifty-five & 72/100 Dollars (\$29,955.72), together with interest on the unpaid principal balance from January 24, 2005, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 59 payments of \$569.71 each payment and an irregular last payment estimated at \$569.50. Borrower's first payment is due February 24, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on January 24, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.250% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Index, resulting in an initial rate of 5.250% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) Increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) Increase Borrower's payments to cover accruing interest, (C) Increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any checks or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9788, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the variable interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**PROMISSORY NOTE
(Continued)**

Page 2

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC

By:  (Seal)
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC



COMMERCIAL SECURITY AGREEMENT

Grantor:	HIGHWAY SOLUTIONS, LLC (TIN: [REDACTED]) P.O. BOX 210445 MONTGOMERY, AL 36121	Lender:	Whitney National Bank Mobile Business / Commercial Lending - Carmichael P. O. Box 230714 Montgomery, AL 36123-0714
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THIS COMMERCIAL SECURITY AGREEMENT dated January 24, 2005, is made and executed between HIGHWAY SOLUTIONS, LLC ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

The following Global Positioning Survey Software and Equipment:

One (1) 5800 GPS w/900 mhz Radio, Product No.: 50900-90, Serial No.: 444213950; One (1) GPS 900 mhz Base Radio site nite, Product No.: 34411-25, Serial No.: 0220351278; One (1) GPS Base Station MS750, Product No.: 38860-00, Serial No.: 220353287 with GPS Ant. 13" (ground), Product No.: ANT13-GPS, Serial No.: 0220350504; One (1) Rod Set, Product No.: 43169-00; One (1) Controller (Blue Tooth); Product No.: ACU571225500, Serial No.: 83211274

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's

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COMMERCIAL SECURITY AGREEMENT
(Continued)

Page 2

rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains in force on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

**COM. RCIAL SECURITY AGREEMENT
(Continued)**

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False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS. RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the

COMMERCIAL SECURITY AGREEMENT
(Continued)

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State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement or transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, LLC and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, LLC in the principal amount of \$29,955.72 dated January 24, 2005, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 24, 2005.

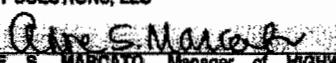
THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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GRANTOR:

HIGHWAY SOLUTIONS, LLC

By:  (Seal)
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC

WHITNEY NATIONAL BANK

X

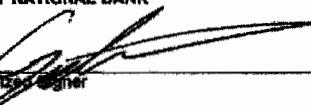

Authorized Signer

EXHIBIT “9”

4L



RC# 849

PROMISSORY NOTE

1848

003

REDACTED

Borrower: HIGHWAY SOLUTIONS, LLC (TIN: [REDACTED])
P.O. BOX 210465
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$42,949.76**Initial Rate:** 5.500%**Date of Note:** February 7, 2005

PROMISE TO PAY. HIGHWAY SOLUTIONS, LLC ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Forty-two Thousand Nine Hundred Forty-nine & 76/100 Dollars (\$42,949.76), together with interest on the unpaid principal balance from February 7, 2005, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 68 payments of \$821.76 each payment and an irregular last payment estimated at \$821.64. Borrower's first payment is due March 7, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 7, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Index, resulting in an initial rate of 5.500% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX #7899, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the variable interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

PROMISSORY NOTE
(Continued)

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RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

EFFECTIVE INITIAL RATE OF INTEREST ON THIS NOTE. Borrower acknowledges that the interest rate on this Note is subject to increases and decreases from time to time based on changes in the Index. Borrower further acknowledges that this Note has been prepared for a future date (the "Date of Note" as indicated on the front of this Note), and, that the Initial Rate and value of the Index effective on the actual Date of Note may differ from the Index and Initial Rate that are shown in this Note due to changes in the Index that have occurred since this Note was prepared. Consequently, Borrower agrees that the Initial Rate on this Note shall not be as reflected on the face hereof, but shall be determined by the value of the Index that is in effect on the actual "Date of Note".

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC

By:  (Seal)
 ANNE S. MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC



COMMERCIAL SECURITY AGREEMENT

REDACTED

Grantor: HIGHWAY SOLUTIONS, LLC (TIN: [REDACTED])
P.O. BOX 210445
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

THIS COMMERCIAL SECURITY AGREEMENT dated February 7, 2005, is made and executed between HIGHWAY SOLUTIONS, LLC ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

One (1) Universal Forestry Mulcher, S/N 0355-CE2004 with Guard Frame UMM/S/T1-225, and pair of extension shafts cpl motor REXROTH A2FM125

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Document, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

Falsie Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

COMMERCIAL SECURITY AGREEMENT
(Continued)

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Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guarantee of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominees and receive the payments, rents, income, and revenues therefrom and hold the same as security for the indebtedness or apply it to payment of the indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS. RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A

COMMERCIAL SECURITY AGREEMENT
(Continued)

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waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, LLC and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-493 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include, without limitation, any and all hazardous or toxic substances, materials or wastes as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, LLC in the principal amount of \$42,849.78 dated February 7, 2005, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 7, 2005.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

HIGHWAY SOLUTIONS, LLC

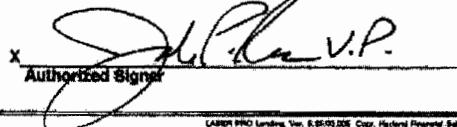
By: 
 ANNE S. MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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LENDER:

WHITNEY NATIONAL BANK


X **J.D. Rau V.P.**
Authorized Signer

LAKER PRO Lending Ver. 8/25/2005 Cogn. Hardel Financial Solutions, Inc. 1997, 2005 All Rights Reserved - AL 20CRAPUBN4PC TR-022112 PR-102

EXHIBIT “10”



BK20 RC 849

PROMISSORY NOTE

184810

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REDACTED

Borrower: HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED])
 P.O. BOX 210445
 MONTGOMERY, AL 36121

Lender: Whitney National Bank
 Mobile Business / Commercial Lending - Carmichael
 P. O. Box 231714
 Montgomery, AL 36125-0714

Principal Amount: \$53,089.12**Interest Rate:** 6.750%**Date of Note:** August 22, 2005

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty-three Thousand Eighty-nine & 12/100 Dollars (\$53,089.12), together with interest at the rate of 6.750% per annum on the unpaid principal balance from August 22, 2005, until paid in full.

PAYMENT. Borrower will pay this loan in 69 payments of \$1,047.43 each payment and an irregular last payment estimated at \$1,047.69. Borrower's first payment is due September 22, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 22, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/366 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occur with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date. Rights and obligations with respect to the collateral are stated in the security documents.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses

PROMISSORY NOTE
(Continued)

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and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypotheoated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

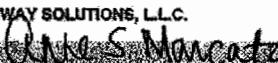
GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

 By:  (Seal)
 ANNE S. MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC.



COMMERCIAL SECURITY AGREEMENT

~~REDACTED~~

Grantor: HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED])
P.O. BOX 210445
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

THIS COMMERCIAL SECURITY AGREEMENT dated August 22, 2005, is made and executed between HIGHWAY SOLUTIONS, L.L.C. ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

Purchase Money Security Interest in one (1) Trimble GCS900 GPS w/automatics Serial Number 2501521, with all attachments

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and Instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violations. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Alabama, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

COMMERCIAL SECURITY AGREEMENT
(Continued)

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Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of Insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the Insurer's liability for failure to give such a notice. Each Insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this

COMMERCIAL SECURITY AGREEMENT
(Continued)

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Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Inolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the Insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominees and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS. RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

COMMERCIAL SECURITY AGREEMENT
(Continued)

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time Is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, LLC, and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 6901, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-493 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or wastes as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, LLC, in the principal amount of \$53,089.12 dated August 22, 2005, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 22, 2005.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

HIGHWAY SOLUTIONS, LLC.

By: Anne S. Marcato (Seal)
 ANNE S. MARCATO, Manager of HIGHWAY
 SOLUTIONS, LLC.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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LENDER:

WHITNEY NATIONAL BANK

Mark R Hoge
Authorized Signer

LASER PRO Lending, Inc. 828-232-2266 Dept. Human Resources Department, Inc. #9977, 2000. All Rights Reserved. - AC 125CPPLJLSD PO 71-222073 PMS

EXHIBIT “11”



WHITNEY

AC 849

PROMISSORY NOTE

1848 005

REDACTED

Borrower: HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED])
P.O. BOX 210445
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714 *WLS*

Principal Amount: \$50,856.82

Interest Rate: 7.250%

Date of Note: October 18, 2005

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand Nine Hundred Fifty-six & 82/100 Dollars (\$50,856.82), together with interest at the rate of 7.250% per annum on the unpaid principal balance from October 18, 2005, until paid in full.

PAYMENT. Borrower will pay this loan in 59 payments of \$1,017.55 each payment and an irregular last payment estimated at \$1,017.55. Borrower's first payment is due November 18, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 18, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect.

**PROMISSORY NOTE
(Continued)**

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absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSION INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

By:  (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.



COMMERCIAL SECURITY AGREEMENT

~~REDACTED~~

Grantor:	HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED] P.O. BOX 210445 MONTGOMERY, AL 36121	Lender:	Whitney National Bank Mobile Business / Commercial Lending - Carmichael P. O. Box 230714 Montgomery, AL 36123-0714
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THIS COMMERCIAL SECURITY AGREEMENT dated October 18, 2005, is made and executed between HIGHWAY SOLUTIONS, L.L.C. ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

Purchase Money Security Interest in One (1) GPS Machine Cab Kit Dual Antenn Serial No: 36136 ID No: 2501914; One (1) Kit, Sitevision Excavator 20-30; One (1) SN900 Machine Radio Kit

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth In Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Alabama, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's

COMMERCIAL SECURITY AGREEMENT
(Continued)

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rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

COMMERCIAL SECURITY AGREEMENT
(Continued)

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False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any guarantee of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS; RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the

C. COMMERCIAL SECURITY AGREEMENT
(Continued)

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State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, LLC, and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-498 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, LLC, in the principal amount of \$50,956.62 dated October 18, 2005, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 18, 2005.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

COMMERCIAL SECURITY AGREEMENT
(Continued)

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GRANTOR:

HIGHWAY SOLUTIONS, L.L.C.

By: Anne Marcato (Seal)
ANNE MARCATO, Manager of HIGHWAY
HIGHWAY SOLUTIONS, L.L.C.

WHITNEY NATIONAL BANK

x Mark R. Hoge
Authorized Signer

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EXHIBIT “12”

**WHITNEY****PROMISSORY NOTE**

Rc 849

Borrower: **HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED])**
P.O. BOX 210445
MONTGOMERY, AL 36121

Lender: **Whitney National Bank**
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

MRH

*RECEIVED
RECORDED
CLERK'S OFFICE
MOBILE, ALABAMA
OCT 18 2005*

Principal Amount: \$55,750.42**Interest Rate: 7.250%****Date of Note: October 18, 2005**

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty-five Thousand Seven Hundred Fifty & 42/100 Dollars (\$55,750.42), together with interest at the rate of 7.250% per annum on the unpaid principal balance from October 18, 2005, until paid in full.

PAYOUTMENT. Borrower will pay this loan in 59 payments of \$1,113.27 each payment and an irregular last payment estimated at \$1,113.47. Borrower's first payment is due November 18, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 18, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is Impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect,

**PROMISSORY NOTE
(Continued)**

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absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A
SEALED INSTRUMENT ACCORDING TO LAW.

BOBBY WEEB

HIGHWAY SOLUTIONS, LLC

By: ANNE MARCATO (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC.



COMMERCIAL SECURITY AGREEMENT

REDACTED

Grantor:	HIGHWAY SOLUTIONS, L.L.C. (TIN: [REDACTED]) P.O. BOX 210445 MONTGOMERY, AL 36121	Lender:	Whitney National Bank Mobile Business / Commercial Lending - Carmichael P. O. Box 230714 Montgomery, AL 38123-0714
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THIS COMMERCIAL SECURITY AGREEMENT dated October 18, 2006, is made and executed between HIGHWAY SOLUTIONS, L.L.C. ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

Purchase Money Security Interest in One (1) GPS Machine Cab Kit Dual Antenn Serial No: 220354909 ID No: 2501522; One (1) Kit, Sitevision MG Inst Auto Gen; One (1) SNR800 Radio; One (1) SV Auto Kit Sitevision Auto Control; One (1) 0365-7075 Electric Mechanical Kit; One (1) 0365-6831 Hydraulic Kit; One (1) 0794-1860 Side Shift Option

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Alabama, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay off all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premium required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's

COMMERCIAL SECURITY AGREEMENT
(Continued)

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or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Grantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS. RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law,

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telex/faximile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, L.L.C. and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, L.L.C..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, L.L.C. in the principal amount of \$55,750.42 dated October 18, 2005, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 18, 2005.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

COMMERCIAL SECURITY AGREEMENT
(Continued)

Page 5

GRANTOR:

HIGHWAY SOLUTIONS, L.L.C.

By: Anne S. Marcato (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.

WHITNEY NATIONAL BANK

x Mark R. Hoge
Authorized Signer

LASER FPD Landing Ver. 8.25.00.000 Copyright Market Financial Solutions, Inc. 1997, 2001. All Rights Reserved. - AL: pCOPALP1640 TC: TR-90302 PR-102

EXHIBIT “13”



Re 849

PROMISSORY NOTE

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SCC

CHARTERED

Borrower: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 210445
MONTGOMERY, AL 36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$200,000.00

Initial Rate: 8.000%

Date of Note: June 19, 2006

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on June 30, 2006. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.000% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Index, resulting in an initial rate of 8.000% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the variable interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantee of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

PROMISSORY NOTE
(Continued)

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COLLATERAL. Borrower acknowledges this Note is secured by Those Commercial Security Agreements dated January 5, 2005, January 24, 2005, February 7, 2005, August 22, 2005, October 7, 2005, October 18, 2005 and October 18, 2005. Rights and obligations with respect to the collateral are stated in the security documents.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

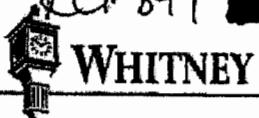
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

By: *Anne S. Marcato* (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC.



CHANGE IN TERMS AGREEMENT

Borrower: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$200,000.00

Initial Rate: 8.250%

Date of Agreement: July 28, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED] 63467 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JUNE 19, 2006, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$200,000.00. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$200,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JUNE 19, 2006, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM JUNE 30, 2006 TO AUGUST 31, 2006. THE PAYMENT SCHEDULE SHALL NOW BE AS IS FULLY DESCRIBED IN THE "PAYMENT" PROVISION BELOW.

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on August 31, 2006. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9788, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation/covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**CHANGE IN TERMS AGREEMENT
(Continued)**

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JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by Those Commercial Security Agreements dated January 5, 2005, January 24, 2005, February 7, 2005, August 22, 2005, October 7, 2005, October 18, 2005 and October 18, 2005. Rights and obligations with respect to the collateral are stated in the security documents.

LINE OF CREDIT. This Agreement evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surely or accommodation party, (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

CONTINUED ON NEXT PAGE

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

By: 
(Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.



CHANGE IN TERMS AGREEMENT

RC#849

83467

001/099

REDACTED

Borrower: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$200,000.00**Initial Rate:** 8.250%**Date of Agreement:** September 29, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED]/83467 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JUNE 19, 2006, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$200,000.00, AS RENEWED AND MODIFIED BY THAT CHANGE IN TERMS AGREEMENT DATED JULY 28, 2006. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$200,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JUNE 19, 2006, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM AUGUST 31, 2006 TO NOVEMBER 30, 2006. THE PAYMENT SCHEDULE SHALL NOW BE AS IS FULLY DESCRIBED IN THE "PAYMENT" PROVISION BELOW.

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 30, 2006. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 30, 2006, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36689.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not

CHANGE IN TERMS AGREEMENT
(Continued)

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there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by Those Commercial Security Agreements dated January 5, 2005, January 24, 2005, February 7, 2005, August 22, 2005, October 7, 2005, October 18, 2005 and October 18, 2005. Rights and obligations with respect to the collateral are stated in the security documents.

LINE OF CREDIT. This Agreement evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities; investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

CONTINUED ON NEXT PAGE

**HANGE IN TERMS AGREEMENT
(Continued)**

Page 3

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

By:  (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC.

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RC#849

CHANGE IN TERMS AGREEMENT

83467

001/999

Borrower: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$200,000.00**Initial Rate:** 8.250%**Date of Agreement:** December 22, 2006

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED] 83467 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JUNE 19, 2006, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$200,000.00, AS RENEWED AND MODIFIED BY THAT CHANGE IN TERMS AGREEMENT DATED JULY 28, 2006 AND SEPTEMBER 28, 2006. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$200,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JUNE 19, 2006, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM NOVEMBER 30, 2006 TO JANUARY 31, 2007. THE PAYMENT SCHEDULE SHALL NOW BE AS IS FULLY DESCRIBED IN THE "PAYMENT" PROVISION BELOW.

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on January 31, 2007. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 22, 2007, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 6788, MOBILE, AL 36681.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not

**CHANGE IN TERMS AGREEMENT
(Continued)**

Page 2

there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by Those Commercial Security Agreements dated January 5, 2005, January 24, 2005, February 7, 2005, August 22, 2005, October 7, 2005, October 18, 2005 and October 18, 2005. Rights and obligations with respect to the collateral are stated in the security documents.

LINE OF CREDIT. This Agreement evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantees of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorney's fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

CONTINUED ON NEXT PAGE

**HANGE IN TERMS AGREEMENT
(Continued)**

Page 3

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

By:  (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.



RC# 849

CHANGE IN TERMS AGREEMENT

83467

ECL

001/999

REDACTED

Borrower: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 44000-
MONTGOMERY, AL 36191-
36121

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$200,000.00

Initial Rate: 8.250%

Date of Agreement: January 31, 2007

DESCRIPTION OF EXISTING INDEBTEDNESS. LOAN NO. [REDACTED]/83467 REPRESENTED IN PART BY THAT PROMISSORY NOTE DATED JUNE 19, 2006, EXECUTED BY BORROWER TO LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$200,000.00, AS RENEWED AND MODIFIED BY THOSE CHANGE IN TERMS AGREEMENTS DATED JULY 28, 2006*, SEPTEMBER 28, 2006 AND DECEMBER 22, 2006. THE OUTSTANDING PRINCIPAL BALANCE AS OF THE DATE HEREOF IS \$200,000.00.

DESCRIPTION OF COLLATERAL. IT IS THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT, AS A RENEWAL AND MODIFICATION OF THAT PROMISSORY NOTE DATED JUNE 19, 2006, BE SECURED BY THAT COLLATERAL AS MORE FULLY DESCRIBED BELOW.

DESCRIPTION OF CHANGE IN TERMS. THIS AGREEMENT HEREBY EXTENDS THE DATE FOR WHICH ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID WILL BE DUE AND PAYABLE TO LENDER IN FULL FROM JANUARY 31, 2007 TO MARCH 1, 2007. THE PAYMENT SCHEDULE SHALL NOW BE AS IS FULLY DESCRIBED IN THE "PAYMENT" PROVISION BELOW. ADDITIONALLY THIS AGREEMENT CHANGES THE LOAN FROM A DRAW DOWN LINE OF CREDIT TO A SINGLE PAY LOAN.

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), together with interest on the unpaid principal balance from January 31, 2007, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$200,000.00 plus interest on March 1, 2007. This payment due on March 1, 2007, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Agreement is subject to change from time to time based on changes in an independent Index which is the J. P. Morgan Chase Prime rate. This rate, as the prime lending rate of J. P. Morgan Chase, may change from time to time, with the rate of interest on this Note to change when and as said prime lending rate changes (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will bear interest from the date of acceleration or maturity at the variable interest rate on this Agreement. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or

**CHANGE IN TERMS AGREEMENT
(Continued)**

Page 2

Injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by Those Commercial Security Agreements dated January 5, 2005, January 24, 2005, February 7, 2005, August 22, 2005, October 7, 2005, October 18, 2005 and October 18, 2005. Rights and obligations with respect to the collateral are stated in the security documents.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as charged, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

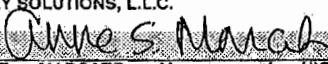
By:  (Seal)
ANNE MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.

EXHIBIT “14”



FC # 849

PROMISSORY NOTE

ECC
by Jde
3498

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REDACTED

Borrower: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$97,702.00**Interest Rate:** 8.500%**Date of Note:** September 8, 2006

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ninety-seven Thousand Seven Hundred Two & 00/100 Dollars (\$97,702.00), together with interest at the rate of 8.500% per annum on the unpaid principal balance from September 8, 2006, until paid in full.

PAYMENT. Borrower will pay this loan in 59 payments of \$2,009.70 each payment and an irregular last payment estimated at \$2,009.76. Borrower's first payment is due October 7, 2006, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 7, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date. Rights and obligations with respect to the collateral are stated in the security documents.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses

**PROMISSORY NOTE
(Continued)**

Page 2

and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account). Borrower is granting Lender a continuing security interest in all property of Borrower of every nature and kind whatsoever (with the exception of IRA, pension, and other tax-deductible accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds or to preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing

any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A
SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, L.L.C.

By: Anne S. Marcato (Seal)
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.



COMMERCIAL SECURITY AGREEMENT

Grantor:	HIGHWAY SOLUTIONS, L.L.C. P.O. BOX 11000 MONTGOMERY, AL 36191	Lender:	Whitney National Bank Mobile Business / Commercial Lending - Carmichael P. O. Box 230714 Montgomery, AL 38123-0714
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THIS COMMERCIAL SECURITY AGREEMENT dated September 8, 2006, is made and executed between HIGHWAY SOLUTIONS, L.L.C. ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

2004 VOLVO EXCAVATOR CE EC210BLC CRAWLER EXCAVATOR SERIAL #210B13876, 2005 MISC EQUIPMENT THMBEC210 B- 24X58 EXTREME DUTY MANUAL THUMB: SN:2123605, 2005 ESCO BKTEC210 EXCAVATOR BUCKET S/N: E3610

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All acccessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

C. COMMERCIAL SECURITY AGREEMENT
(Continued)

Page 2

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral whenever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest, Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains in force, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any instalment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default In Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any

COMMERCIAL SECURITY AGREEMENT
(Continued)

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collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the Insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself Insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS. RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict

C. COMMERCIAL SECURITY AGREEMENT
(Continued)

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compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 6901, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-498 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, L.L.C..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, L.L.C. in the principal amount of \$97,702.00 dated September 8, 2006, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

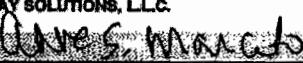
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 8, 2006.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

HIGHWAY SOLUTIONS, L.L.C.

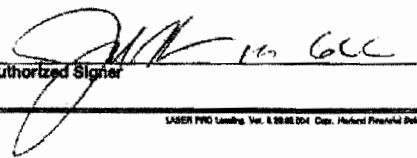
By:  (Seal)
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, L.L.C.

COMMERCIAL SECURITY AGREEMENT
(Continued)

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LENDER:

WHITNEY NATIONAL BANK

X 
Authorized Signer

LASER PRO Lending Ver. 8.08.00.004 Copy: Harvard Financial Solutions, Inc. 8/8/7 2008 All Rights Reserved - AL\10CPNPLUE01 PC TR-64000 PF-122

EXHIBIT “15”



RC# 849

PROMISSORY NOTE

3499

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Borrower: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

Principal Amount: \$64,676.00**Interest Rate:** 8.500%**Date of Note:** September 8, 2006

PROMISE TO PAY. HIGHWAY SOLUTIONS, L.L.C. ("Borrower") promises to pay to Whitney National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixty-four Thousand Six Hundred Seventy-six & 00/100 Dollars (\$64,676.00), together with interest at the rate of 8.500% per annum on the unpaid principal balance from September 8, 2006, until paid in full.

PAYMENT. Borrower will pay this loan in 69 payments of \$1,330.37 each payment and an irregular last payment estimated at \$1,330.06. Borrower's first payment is due October 7, 2006, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 7, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, MANAGER, SPECIAL CREDITS, EASTERN DIVISION, P. O. BOX 9789, MOBILE, AL 36691.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$1,000.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Guarantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantee of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance on this Note and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a pledge and/or security agreement of even date. Rights and obligations with respect to the collateral are stated in the security documents.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses

**PROMISSORY NOTE
(Continued)**

Page 2

and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentation, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

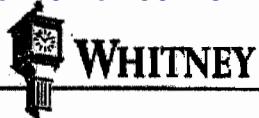
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

HIGHWAY SOLUTIONS, LLC.

By:  (Seal)
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC.



COMMERCIAL SECURITY AGREEMENT

Grantor: HIGHWAY SOLUTIONS, L.L.C.
P.O. BOX 11000
MONTGOMERY, AL 36191

Lender: Whitney National Bank
Mobile Business / Commercial Lending - Carmichael
P. O. Box 230714
Montgomery, AL 36123-0714

THIS COMMERCIAL SECURITY AGREEMENT dated September 8, 2006, is made and executed between HIGHWAY SOLUTIONS, L.L.C. ("Grantor") and Whitney National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

FINN MODEL T-330 HYDROSEEDER WITH HYDRAULIC HOSE REEL AND TRUCK SPRING MOUNTING KIT SIN 1582

1987 SOUTHWEST MOBILE SYSTEM M-945 TRUCK 5- TON 6X6 (VIN C545-00367)

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except for vehicles, and except otherwise in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. If the Collateral is a vehicle, Grantor will keep the Collateral at those addresses except for routine travel. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Alabama, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair

**C
OMMERCIAL SECURITY AGREEMENT**
(Continued)

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and condition at all times while this Agreement remains in effect, Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this

COMMERCIAL SECURITY AGREEMENT
(Continued)

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Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the Insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Alabama Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

FINANCING STATEMENTS. RATIFICATION OF PREFILING. Grantor hereby ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

COMMERCIAL SECURITY AGREEMENT
(Continued)

Page 4

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HIGHWAY SOLUTIONS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HIGHWAY SOLUTIONS, LLC..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guarantees.

Lender. The word "Lender" means Whitney National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by HIGHWAY SOLUTIONS, LLC. in the principal amount of \$64,678.00 dated September 8, 2006, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 8, 2006.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

**C
OMMERCIAL SECURITY AGREEMENT**
(Continued)

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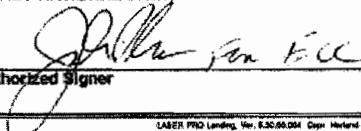
GRANTOR:

HIGHWAY SOLUTIONS, LLC.

By: 
ANNE S. MARCATO, Manager of HIGHWAY
SOLUTIONS, LLC.

LENDER:

WHITNEY NATIONAL BANK


x _____
Authorized Signer

LAKER PRO Lending, Ver. 8.30.00.DM Dopr. Herland Financial Solutions, Inc. 1997. 2006. All Rights Reserved. • NL proCPA/PL460/JC TR-44507 PW-102

EXHIBIT “B”

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

WHITNEY NATIONAL BANK,)
)
Plaintiff,)
)
v.) Case No. 2:07-CV-00415-ID
)
HIGHWAY SOLUTIONS, LLC, et al.,)
)
Defendant.)

**AFFIDAVIT OF GREGORY C. COOK
IN SUPPORT OF ATTORNEYS' FEES**

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

Gregory C. Cook, being duly sworn, deposes and says:

1. I am a partner in the law firm of Balch & Bingham LLP ("Balch & Bingham") and an attorney for Whitney National Bank ("Whitney Bank") in the above-styled proceeding and have personal knowledge of the facts set forth in this Affidavit. I am above the age of 19 years and I make the statements contained herein based on my own personal knowledge and/or my review of the business records which are maintained by Whitney Bank and/or Balch & Bingham in the ordinary course of business. I am familiar with the circumstances giving rise to Whitney Bank's claims against Highway Solutions, LLC ("Highway Solutions").

2. Pursuant to the promissory notes (the "Notes") attached as parts of **Exhibits 2, 6, & 8-15** to the Affidavit of Louis Dubos (the "Dubos Affidavit"), and the Visa Credit Card Applications attached as **Exhibit 7** to the Dubos Affidavit (the "Credit Card Applications") for the opening of the Visa Credit Card Accounts (the "Credit Card Accounts"), Highway Solutions

agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Whitney Bank in the enforcement of the Notes and the Credit Card Accounts.

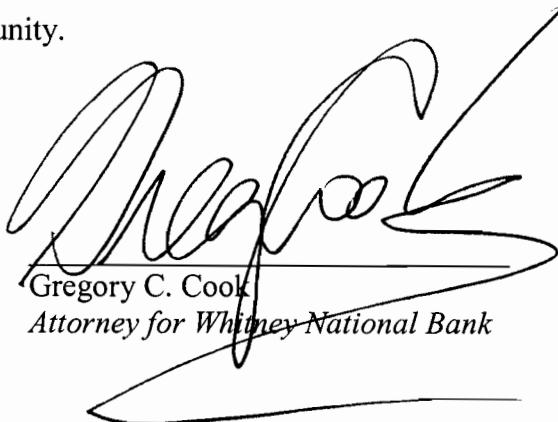
3. Whitney Bank has incurred legal fees in excess of \$11,448.00 and costs in excess of \$306.38 (the "Balch & Bingham Legal Fees and Costs") as a result of Balch & Bingham's pursuit, on behalf of Whitney Bank, of the amounts owed by Highway Solutions to Whitney Bank pursuant to, without limitation, the Notes and the Credit Card Accounts (the "Lawsuit").

4. During the course of Balch & Bingham's representation of Whitney Bank, Balch & Bingham has performed, without limitation, the following services: review of all documents relevant to the Lawsuit; correspondence, telephone conversations and conferences with the client; discovery in the Lawsuit; correspondence and telephone conversations with counsel for Highway Solutions; and preparation and filing of the Motion for Summary Judgment and this Affidavit thereto.

5. In my opinion, all of the Balch & Bingham Legal Fees and Costs are reasonable and necessary in order to pursue the amounts owed by Highway Solutions to Whitney Bank. The Balch & Bingham Legal Fees and Costs are also reasonable in light of the fees charged by professionals for similar services in the local legal community.

Further Affiant sayeth not.

Dated this 10th day of September, 2007.



Gregory C. Cook
Attorney for Whitney National Bank

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that Gregory C. Cook, whose name as attorney for Whitney National Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such attorney and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 10 day of September, 2007.

[NOTORIAL SEAL]

Hathlyn L. Corbin
Notary Public
My Commission Expires: 6-1-2011

EXHIBIT “C”

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

WHITNEY NATIONAL BANK,)
)
Plaintiff,)
)
v.) Case No. 2:07-CV-00415-ID
)
HIGHWAY SOLUTIONS, LLC, et al.,)
)
Defendant.)

AFFIDAVIT OF DENNIS R. BAILEY

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

Dennis R. Bailey, being duly sworn, deposes and says:

1. I am a shareholder in the law firm of Rushton, Stakely, Johnston & Garrett, P.A. (“RSJ&G”) and represented Whitney National Bank (“Whitney Bank”) in the above-styled proceeding until July 18, 2007. I am above the age of 19 years and I make the statements contained herein based on my own personal knowledge and/or my review of the business records which are maintained by Whitney Bank and/or RSJ&G in the ordinary course of business. I am familiar with the circumstances giving rise to Whitney Bank’s claims against Highway Solutions, LLC (“Highway Solutions”).

2. Pursuant to certain of the documents made the subject of the complaint filed on May 11, 2007 by Whitney Bank against Highway Solutions (the “Complaint”) including, without limitation, the promissory notes and the Visa Credit Card Applications, Highway Solutions agrees to pay reasonable attorneys’ fees and all other costs and expenses incurred by Whitney Bank in the enforcement of the promissory notes and the Visa Credit Cards.

3. Whitney Bank incurred legal fees in excess of **\$10,000** and costs in excess of the amount of **\$1,000** (the "RSJ&G Legal Fees and Costs") as a result of RSJ&G's pursuit, on behalf of Whitney Bank, of the amounts owed by Highway Solutions to Whitney Bank.

4. During the course of RSJ&G's representation of Whitney Bank, RSJ&G performed, without limitation, the following services, meetings with client and opposing interests; review of the documents relevant to the above-styled proceeding; correspondence and telephone conversations with the client;; correspondence and telephone conversations with counsel for Highway Solutions; and the preparation and filing of the Complaint.

5. In my opinion, all of the RSJ&G Legal Fees and Costs are reasonable and necessary in order to pursue the amounts owed by Highway Solutions to Whitney Bank. The RSJ&G Legal Fees and Costs are also reasonable in light of the fees charged by professionals for similar services in the local legal community.

Further affiant sayeth not.

Dated this 7th day of September, 2007.



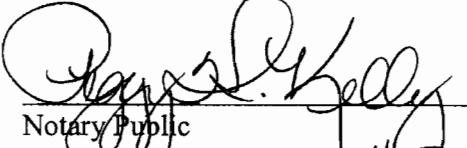
Dennis R. Bailey

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that Dennis R. Bailey is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such attorney and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 7th day of September, 2007.

[NOTORIAL SEAL]



Notary Public
My Commission Expires: 11-3-10